

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("Amendment") is dated as of the 24 day of August, 2018 and is by and between Ford Motor Land Development Corporation, a Delaware corporation ("Landlord") and Detroit District Dental Society, a Michigan corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Lease dated April 5, 2013 ("Lease") for Suite 440 consisting of approximately 1,157 rentable square feet ("Premises") of the Building known as the Fairlane Office Centre located at 6 Parklane Boulevard, Dearborn, Michigan 48126 ("Building"); and

WHEREAS, the Lease by its terms shall expire on October 31, 2018 ("Prior Term Expiration Date"), and the parties desire to extend the Term of the Lease; and

WHEREAS, Landlord and Tenant wish to amend the Lease to relocate the Premises as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Term. The Term shall be extended for a five (5) year period ("Extension Term"), to begin on November 1, 2018 ("Extension Date") and expire on October 31, 2023 ("Term Expiration Date"). Therefore, effective as of the date of this Amendment, Item 8 of the Term Sheet, Section 2.01 of the Lease is hereby amended as follows:

Term Expiration Date: October 31, 2023

2. Relocation of Premises.

2.01 Effective as of the Relocated Premises Commencement Date defined below, the Premises currently occupied by Tenant ("Original Premises") shall be relocated to Suite 434 ("Relocated Premises") on the Fourth Floor, of the Building, as shown hatched on Exhibit A attached and incorporated.

2.02 Effective as of the Relocated Premises Commencement Date, Item 6 of the Term Sheet and Section 1.15 of the Lease shall be amended as follows:

Premises: Suite 434, consisting of approximately 768 rentable square feet located on the 4th floor of the Building

2.03 Tenant shall vacate the Original Premises ten (10) days following the Relocated Premises Commencement Date (such date that Tenant is required to vacate the Original Premises being referred to herein as the "Original Premises Vacation Date") and return the same to Landlord in "broom clean" condition and otherwise in accordance with the terms and conditions of the Lease.

2.04 If Tenant continues to occupy the Original Premises after the Original Premises Vacation Date, such occupancy shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of the Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to two hundred percent (200%) of the sum of the

Base Rent and Additional Rent due for the period immediately preceding such holding over, provided that in no event shall Base Rent and Additional Rent during the holdover period be less than the fair market rental for the Original Premises. No holding over by Tenant in the Original Premises or payments of money by Tenant to Landlord after the Original Premises Vacation Date shall be construed to prevent Landlord from recovery of immediate possession of the Original Premises by summary proceedings or otherwise. In addition to the obligation to pay the amounts set forth above during any such holdover period, Tenant also shall be liable to Landlord for all damage, including any consequential damage, which Landlord may suffer by reason of any holding over by Tenant in the Original Premises, and Tenant shall indemnify Landlord against any and all claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Original Premises to such other tenant or prospective tenant.

2.05 Tenant represents that it has not made any assignment, sublease, transfer, conveyance of the Lease or any interest therein or in the Original Premises other than those explicitly recited herein and further represents that there is not and will not hereafter be any claim, demand, obligation, liability, action or cause of action by any other party respecting, relating to or arising out of the Original Premises, and Tenant agrees to indemnify and hold harmless Landlord and its Affiliates from all liabilities, expenses, claims, demands, judgments, damages or costs arising from any of the same, including without limitation, attorneys' fees. Tenant acknowledges that Landlord will be relying on this Amendment in entering into leases for the Original Premises with other parties.

2.06 The Relocated Premises is subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements or other financial concessions granted with respect to the Original Premises unless such concessions are expressly provided for herein with respect to the Relocated Premises.

3. **Relocated Premises Term.** The Term as it pertains to the Relocated Premises shall commence on Tenant's occupation of the Relocated Premises for the regular conduct of its business ("**Relocated Premises Commencement Date**") and shall expire on the Term Expiration Date, unless sooner terminated in accordance with the Lease. The Relocated Premises Commencement Date shall be delayed to the extent that Landlord fails to deliver possession of the Relocated Premises for any reason, including but not limited to, holding over by prior occupants. Any such delay in the Relocated Premises Commencement Date shall not subject Landlord to any liability for any loss or damage resulting therefrom. If the Relocated Premises Commencement Date is delayed, the Term Expiration Date shall not be similarly extended. Promptly after the Relocated Premises Commencement Date, Landlord will deliver to Tenant a Relocated Premises Commencement Date Agreement, as shown in **Exhibit B** attached hereto, with all the blanks completed. Tenant will, within ten (10) days after receiving it, execute and deliver it to Landlord. Landlord's failure to deliver to Tenant and/or Tenant's failure to execute and deliver to Landlord the Relocated Premises Commencement Date Agreement does not affect any right or obligation of either party under this Lease. If Tenant does not timely execute and deliver to Landlord the Relocated Premises Commencement Date Agreement, Landlord and any prospective purchaser or lender may conclusively rely on the information contained in the unexecuted Relocated Premises Commencement Date Agreement which Landlord delivered to Tenant.

4. **Base Rent.** Effective upon the Relocated Premises Commencement Date through the Term Expiration Date, the Base Rent for the Relocated Premises shall be as follows:

Period	Partial or Monthly Base Rent	Partial or Annual Base Rent
Relocated Premises Commencement Date to 10/31/18	\$1,050.00	TBD
11/1/18 – 10/31/19	\$1,050.00	\$12,600.00
11/1/19 – 10/31/20	\$1,100.00	\$13,200.00
11/1/20 – 10/31/21	\$1,150.00	\$13,800.00
11/1/21 – 10/31/22	\$1,200.00	\$14,400.00
11/1/22 - 10/31/23	\$1,250.00	\$15,000.00

5. **Improvements to the Relocated Premises.** Tenant has inspected the Relocated Premises and agrees to accept the same "as is", except that Landlord will install one (1) duplex receptacle, without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements.

6. **Security Deposit.** Landlord acknowledges that Landlord is currently holding a Deposit in the amount of Twenty Nine Hundred Dollars and 00/100 (\$2,900.00) in connection with Tenant's Lease of the Original Premises. Upon termination of the Lease of the Original Premises and any required restoration of said Original Premises, Landlord agrees to refund any portion of the Deposit, not used for restoration, up to a maximum of Eight Hundred Dollars and 00/100 (\$800.00), and will transfer Twenty One Hundred Dollars and 00/100 (\$2,100.00) towards the Deposit required for this Lease of the Premises.

7. **Miscellaneous.**

7.01 This Amendment and the attached exhibits, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises (as the same may be expanded or relocated), or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment. Tenant agrees that neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Amendment or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm or entity without obtaining the express written consent of Landlord.

7.02 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

7.03 In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.

7.04 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

7.05 The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

7.06 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment other than The Estes Group and agrees to indemnify and hold Landlord and its

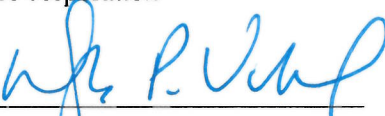
Affiliates harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no outside broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant and its Affiliates harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment.

7.07 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

7.08 Landlord and Tenant ratify and confirm the Lease and agree that this Amendment shall bind and inure to the benefit of the parties, and their respective successors, assigns and representatives as of the date first stated.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:
Ford Motor Land Development Corporation,
a Delaware corporation

By: 
Name: Douglas P. Van Noord
Its: Vice President

TENANT:
Detroit District Dental Society,
a Michigan corporation

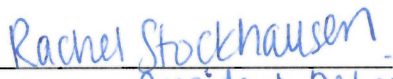
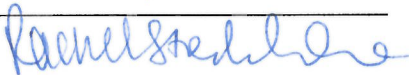
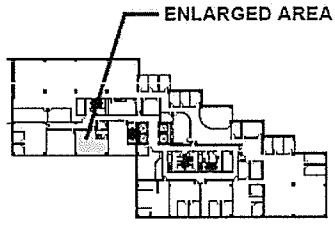
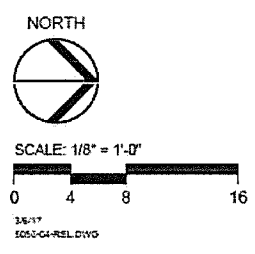
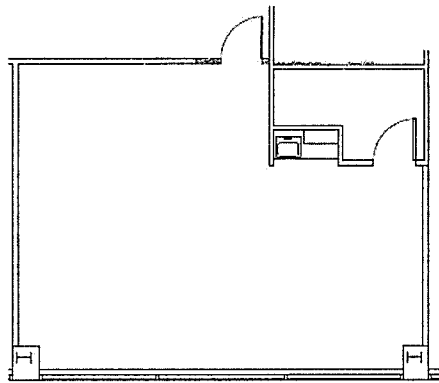
By: 
Name: President Detroit Dental Society
Its: 

EXHIBIT A
RELOCATED PREMISES
Fairlane Office Centre



6 Parklane Blvd.
Suite 434
Dearborn, MI 48126



EXHIBIT B

RELOCATED PREMISES COMMENCEMENT DATE AGREEMENT

This Agreement is made this ____ day of _____, 2018, by and between **Ford Motor Land Development Corporation**, a Delaware corporation ("**Landlord**") and **Detroit District Dental Society**, a Michigan corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Lease dated April 5, 2013 ("**Lease**") for Suite 440 consisting of approximately 1,157 rentable square feet ("**Premises**") of the Building known as the Fairlane Office Centre located at 6 Parklane Boulevard, Dearborn, Michigan 48126 ("**Building**"); and

WHEREAS, by the First Amendment to Lease dated _____, the parties agreed to relocate the Premises to Suite 434 consisting of approximately 768 rentable square feet of the Building; and

WHEREAS, the parties desire to confirm the Relocated Premises Commencement Date and Term Expiration Date;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. The Relocated Premises Commencement Date is _____.

2. The Base Rent for the Relocated Premises beginning on the Relocated Premises Commencement Date through the Term Expiration Date is as follows:

Period	Annual Base Rent per RSF	Monthly Base Rent	Annual Base Rent

3. The Term Expiration Date of the Lease is _____.

4. The execution of this Agreement shall not constitute the exercise by Tenant of any option it may have to extend the term of the Lease.

5. The Lease is in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed on the date first above written.

LANDLORD/PROPERTY MANAGER:

TENANT:

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

EXAMPLE ONLY
DO NOT SIGN