



City of Flint, Michigan

Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com

Meeting Agenda – FINAL
Tuesday, October 29, 2024
5:00 PM

WILLARD P. HARRIS AUDITORIUM
Genesee County Administration Building

SPECIAL CITY COUNCIL

Ladel Lewis, President, Ward 2
Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1
Judy Priestley, Ward 4
Tonya Burns, Ward 6

VACANT, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

This Special City Council Meeting was called by Council President Ladel Lewis and Finance Chairperson Judy Priestley for the purpose of Interviews and Consideration of Applicants (Candidates) – 3rd Ward Councilmember, per Flint City Charter Section 2-410(B)(1); Special Order No. 240483-T (Oak Park Discussion by Ashley Capital Representatives); To Consider the Following Resolutions for Approval: [1] Reso No. 240480-T (Resolution Authorizing the Sale of Decommissioned City Owned Land to Flint Commerce Center 2, LLC), [2] Reso No. 240450-T (Resolution Approving Lease Extension for 4813 Clio Road), [3] Reso No. 240457-T (Resolution Approving Reallocation of \$50,000 in ARPA Funds to UNDUE Medical Debt), and [4] Reso No. 240449-T (Resolution to Utilize ARPA Funds for Mental Health Services to Support InvolvedDad for \$36,000.00).

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRAYER OR BLESSING

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators will be removed from the meetings.

PUBLIC COMMENT

Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins.

Members of the public shall have no more than three (3) minutes per speaker during public comment, with only one speaking opportunity per speaker.

COUNCIL RESPONSE

Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember's response shall be limited to two (2) minutes.

INTERVIEWS AND CONSIDERATION OF APPLICANTS (CANDIDATES) – 3RD WARD COUNCILMEMBER

Interviews and Consider of Applicants/Candidates Regarding the Vacancy in the Office of 3rd Ward Council Member, per Flint City Charter Section 2-410(B)(1).

SPECIAL ORDER

240483-T Special Order/Ashley Capital/Oak Park Discussion

A Special Order as requested by Finance Chairperson Judy Priestley to allow for a 15-minute presentation by representatives from Ashley Capital to discuss Oak Park.

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, April 22, 2024), the Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda – it shall be voted on or adopted without objection.

PRESENTATION OF MINUTES

RESOLUTIONS

240480-T Sale of Decommissioned City Owned Land/Flint Commerce Center 2, LLC

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to complete the sale of property commonly known as 2525 Industrial Ave., Parcel ID # 41-06-179-044, legally described as PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01.21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01.21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89.58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00.34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01.22'45"W ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89.52'37"W ALONG THE SOUTHLINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01.22'47"W, 163.34 FEET; THENCE

S88.37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

240450-T Approve/Lease Extension/4813 Clio Road

Resolution resolving that the appropriate City officials are authorized to do all things necessary to execute a lease extension for 4813 Clio Road, with an amount including associated costs, utilities, insurance, and other operational/facilities expenses, NOT-TO-EXCEED \$116,000.00 per annum, and to allocate available Police Forfeiture funds to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$116,000 per annum, account number 265-310.206-801.000, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31, 2029.

240457-T Reallocation of ARPA Funds/UNDUE Medical Debt

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-612.013-801.000 to UNDUE Medical Debt in the amount of \$50,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240449-T Reallocation of ARPA Funds/Mental Health Services Support/Involved Dad

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

FINAL COUNCIL COMMENTS

Final Council Comments shall be limited to two (2) minutes.

ADJOURNMENT



RESOLUTION NO.: 240480-7
 PRESENTED: 10-23-2024
 ADOPTED: _____

RESOLUTION AUTHORIZING THE SALE OF DECOMMISSIONED CITY OWNED LAND TO FLINT COMMERCE CENTER 2, LLC

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint has acquired the title to certain real estate existing Parcel ID #41-06-179-044. The property address is 2525 Industrial Ave, Flint, MI 48505 and legally described as DURANT DORT CARRIAGE CO.'S PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01°21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01°21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89°58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00°34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01°22'45"E CONTINUING ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89°52'37"W ALONG THE SOUTH LINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01°22'47"W, 163.34 FEET; THENCE S88°37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

WHEREAS, Flint Commerce Center 2, LLC has agreed to purchase the property commonly known as 2525 Industrial Ave., Flint, MI 48505, Parcel ID #41-06-179-044 for the amount of \$172,600.00. The city's interest in the aforementioned property will be conveyed by a Quit Claim Deed and sold in AS IS condition; and

WHEREAS, Flint Commerce Center 2, LLC shall pay the recording fees to register the conveyance documents at the Genesee County Register of Deeds; and

Revenue realized from the sale of this real property will be placed in the following revenue account:

Account Number	Account Name / Grant Code	Amount
208-752.102-673.100	Revenue Account for Sale of City Land - Parks & Recreation Fund	\$172,600.00

IT IS RESOLVED that the appropriate City Officials are authorized to do all things necessary to complete the sale of property commonly known as 2525 Industrial Ave., Parcel ID # 41-06-179-044, legally

described as PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

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For the City:

For the City Council:

CLYDE D EDWARDS / A0322
CLYDE D EDWARDS / A0322 (Oct 17, 2024 16:19 EDT)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

JK
Joseph Kuptz (Oct 17, 2024 15:59 EDT)
Joseph Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Oct 17, 2024 15:21 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 7, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Authorizing the Sale of City Owned Lot to Flint Commerce Center 2, LLC in the amount of \$172,600.

PREPARED BY: Emily Doerr

VENDOR NAME: Flint Commerce Center 2, LLC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The sale of the decommissioned parkland previously known as Oak Park was held via voter referendum finalized on November 6, 1984, with the citizens of Flint voting to decommission the park to make it ready for sale and future development. Since then, this land has had practically zero use by citizens as it lacks pedestrian access, amenities like tables or a pavilion, proximity to a residential neighborhood, or parking. Additionally, many of the oak trees are dying per the Genesee Conservation District's forestry team. The proceeds of sale will be completely invested in other parks in North Flint, and additional funds beyond the sales price will be invested (by the purchaser) in the 1-acre pocket park that will remain city-owned to add a pavilion with tables, signage memorializing the historical usage of the land by Flint residents in the 1800s and 1900s, and paved sidewalk access to Buildings 1 and 2 of the Flint Commerce Center development for those employees to utilize. The sale of this land will be part of the continued focus on rebuilding North Flint and bringing new jobs and economic opportunity to the City of Flint.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

No known previous allocations for this project.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

When redeveloped, this site will be home to the next phase of Buick City/Flint Commerce Center's growth. By returning good paying, permanent jobs to the city, this repurposed parcel will become an integral part of Flint's continued forward momentum. Furthermore, community partners have been heavily consulted as City Staff has conducted extensive outreach with local park adopters and residents, identifying how to best commemorate the history of Oak Park as well as invest in Flint's vast parks system. When complete, approximately one acre of land will be preserved and reinvested in to include a "pocket park" to honor the rich and complex history of Oak Park and the former neighborhood it surrounded, including an informational plaque and passive recreational activity spaces. This continued development will provide the necessary site for the expansion of new businesses entering Flint's ecosystem, restoring the former, blighted site to its most effective and positive use.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

Not applicable.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
B&CS	Revenue Account for Sale of City Land - Parks & Recreation Fund	208-752.102-673.100		
			FY25 GRAND TOTAL	172,600.00

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$172,600.00



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): None

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 10/17/2024


WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

Section V: RESOLUTION DEFENSE TEAM:

(Places of the names of those who can defend this resolution at City Council)

	NAME	PHONE NUMBER
1	Tyler Bailey	810.908.6521
2	Emily Doerr	810.880.3371
3		

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (Oct 17 2024 14:00 EDT)

Emily Doerr, Director, Department of Business and Community Services

2525 INDUSTRIAL AVE FLINT, MI 48505 (Property Address)

Parcel Number: 41-06-179-044

Property Owner: CITY OF FLINT

Summary Information

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax Information found

Item 1 of 2 2 Images / 0 Sketches

Parcel is Vacant

Owner and Taxpayer Information

Owner	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502	Taxpayer	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502
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General information for Tax Year 2023

Property Class	202 COMMERCIAL-VACANT	Unit	S4 CITY OF FLINT
School District	FLINT CITY SCHOOL DISTRICT	Assessed Value	\$0
Map Number	11-06-179-044-1	Taxable Value	\$0
REINSPECTION	0	State Equalized Value	\$0
REN ZONE	No Data to Display	Date of Last Name Change	04/02/2020
PP		Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
REAPPRAISAL		Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0

Land Information

Zoning Code	OS	Total Acres	8.130
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	NORTHEAST	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

DURANT DORT CARRIAGE CO'S REPLAT OF PARTS OF BLOCKS 12 & 27 AND ALL OF 13, 14 & 15 OF OAK PARK SUBDIVISION. LOT 99; ALSO SLY 30 FT OF LOTS 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95 AND 97.

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	Not Available
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acres of Parent	0.00	Rights Were Transferred	No
Split Number	0	Courtesy Split	No
Parent Parcel	No Data to Display		

Sale History



City of Flint Property Disposition Application

To purchase a City of Flint owned property AS IS, with or without a structure that will not be used as a side-lot acquisition, complete this form and return to the *City of Flint*. Complete a separate application for each parcel.

****Application will not be processed if not completed in its entirety.****

CONTACT INFORMATION

Name of applicant: Flint Commerce Center 2, LLC

Name of corporation/business: Flint Commerce Center 2, LLC

Mailing address: 2575 S. Haggerty Road, Suite 500

City, State, Zip: Canton, MI 48188

Phone #: 734-394-1900 Email address: mquimby@ashleycapital.com

PROPERTY INFORMATION

City of Flint property address and parcel ID #: 2525 Industrial Ave; 41-06-179-044

Property: Has structure Is vacant

Property will be used for: Residential Commercial Industrial Other

Property will be occupied by: Owner Renter Business Other

Description of property in its existing condition: Vacant, decommissioned park approved for sale by public ballot in 1984. Park was called for decommissioning and incorporation into Buick City redevelopment in 2013 Master Plan. Deed restriction is voided by GM (successor to Durant Dort Carriage Company) bankruptcy and confirmed by new GM in affidavit.

State Equalized Value of property as listed at www.bsaonline.com: \$0

Purchase offer amount: \$172,600

REDEVELOPMENT PLANS

Description of planned improvements/renovation: The park will be combined with north adjoining parcels to facilitate construction of new ~327K building for the Nanograf project. Approximately 1-acre of Oak Park will be preserved as a pocket park that will include new amenities such as 4 parking spaces, a gazebo or picnic shelter, and a plaque and/or monument to memorialize the history of Oak Park and the former adjacent Oak Park neighborhood.

How is this project aligned with the *Imagine Flint* Master Plan: The 2013 Master Plan called for Park to be decommissioned and incorporated into the Buick City redevelopment.

Development Team description: *(List names of developer, contractors, lead construction lender, architects, project managers, consultants, marketing agent, etc.)*

Ashley Capital (Developer), Oliver Hatcher Construction (Construction Manager), Rowe Engineering (Civil Engineer), Mannik & Smith (Environmental Consultant), and SME (Environmental and Geotechnical Consultant).

Timeline for renovation/improvement: The timing is critical to support Nanograf redevelopment.

Anticipate requesting site plan approval in November 2024 with construction to begin immediately. Target building delivery is Q2/Q3 2024.

PROJECT FINANCING

Cost of renovation/improvements: \$30M+ for base building and site development and +\$175M for Nanograf project

Description of how acquisition and improvement/renovation will be financed: _____
This parcel will be purchased with cash. The redevelopment will be funded with equity and market debt.


Note: The City of Flint may place a lien on the property or enter into a development agreement with the purchaser to guarantee that the proposed renovations/improvements are completed to City of Flint standards.

Please attach the following documents:

- Most recent tax return,
- Pre-qualification letter from lender (if applicable),
- Most recent audited financial statement,
- Development budget,
- Operating budget for rental transaction, and
- List of potential tenants and pre-lease agreements for rental transactions

FCC2 was created last year and has not yet filed a tax return. This is a sister entity to the adjacent, successful FCC1 entity and project. The parcel will be purchased with cash. Old National Bank, lender for FCC1, has expressed interest in this project. See attached site plan for development plan.

To the best of my knowledge the information provided in this application is true and in compliance with City of Flint Code of Ordinances. I understand that the City of Flint staff will review this request for compliance with existing City and neighborhood plans.



Signature of Applicant

9/27/2024

Date

Please allow at least 30 days for your application to be processed. Property disposition must be approved by Flint City Council. You will be given a quit claim deed with purchase. If desired, title insurance is the responsibility of the purchaser. All property is sold AS IS.

This form is a statement of interest only. By receiving it, the City does not commit to transfer property.

Please Return This Form To:
City of Flint, Planning & Zoning, 1101 S. Saginaw Street, Room S 110, Flint, Michigan 48502
Email: kstephens@cityofflint.com Website: www.cityofflint.com

**Division of Community & Economic
Development**



**Sheldon Neeley
Mayor**



**Clyde Edwards
City Administrator**

Good Standing Certification

Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: Ashley Capital, LLC

HOME ADDRESS: 2575 S. Haggery Road, Suite 500, Canton, MI 48188

DBA: Flint Commerce Center 2, LLC

BUSINESS ADDRESS: 2575 S. Haggery Road, Suite 500, Canton, MI 48188

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

This section to be completed by the Department of Finance - Customer Service Div.

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.	CURRENT	DELINQUENT
PROPERTY TAXES DIV.	CURRENT	DELINQUENT
INCOME TAX DIV.	CURRENT	DELINQUENT
ENFORCEMENT	CURRENT	DELINQUENT

This section to be completed by the Department of Community and Economic Development

DCED/EDC:	CURRENT	DELINQUENT	N/A
(108 Loans, EDC loans, mortgage repayments, etc.)			

City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

DCED Staff Person and Date

City of Flint Customer Serv. Representative and Date

General Election

November 6, 1984

City of Flint Proposal No. 1

Shall the area commonly known as OAK PARK, located within the City of Flint and bounded by Baker Street on the South, North Street on the West, Industrial Avenue on the East, and vacated Rankin Street on the North, be vacated as a park and sold, with the proceeds to be placed in an endowment fund established by the City of Flint for the purpose of improving and maintaining the public parks of the City of Flint?

<u>PCT. #</u>	<u>YES</u>	<u>NO</u>	<u>PCT. #</u>	<u>YES</u>	<u>NO</u>
1	318	179	47	400	130
2	419	234	48	439	137
3	305	164	49	636	203
4	375	192	50	714	161
5	382	198	51	271	78
6	352	177	52	288	147
7	346	217	53	516	130
8	321	177	54	87	50
9	473	233	55	316	117
10	398	247	56	69	30
11	379	223	57	165	81
12	393	194	58	471	201
13	353	191	59	580	253
14	399	179	60	451	179
15	348	173	61	418	107
16	271	115	62	500	122
17	329	181	63	348	147
18	449	213	64	673	203
19	290	166	65	241	124
20	325	168	66	258	114
21	267	137	67	416	139
22	377	206	68	493	179
23	274	170	69	377	154
24	303	191	70	398	148
25	522	220	71	434	167
26	386	192	72	375	95
27	375	166	73	407	170
28	230	100	74	324	155
29	331	143	75	298	81
30	402	186	76	573	122
31	273	138	77	556	229
32	385	186	78	346	159
33	497	227	79	278	118
34	332	140	80	313	166
35	221	74	81	331	194
36	325	197	82	174	84
37	362	219	83	409	221
38	300	184	84	294	95
39	276	154	85	557	178
40	360	153	86	143	59
41	286	119	87	307	138
42	265	123	88	504	195
43	83	30	89	495	201
44	658	213	90	470	179
45	462	172	91	262	153
46	321	117	92	23	7
			Total -	<u>33,496</u>	<u>14,478</u>

GENERAL ELECTION

November 6, 1984

CITY OF FLINT PROPOSAL NO. 2

" Shall the south 250 feet, more or less, of City owned land bordering the Kearsley Lake Golf Course and fronting the North side of Richfield Road lying east of Center Road, be vacated as a park and sold, with the proceeds to be placed in an endowment fund established by the City of Flint for the purpose of improving and maintaining the public parks of the City of Flint?"

PCT. #	YES	NO	PCT. #	YES	NO
1	277	202	47	327	191
2	360	287	48	368	203
3	270	176	49	511	324
4	301	244	50	593	286
5	311	240	51	223	124
6	294	212	52	242	184
7	307	212	53	426	217
8	250	217	54	80	52
9	395	277	55	243	180
10	350	270	56	66	32
11	325	261	57	129	112
12	343	228	58	362	309
13	289	237	59	471	367
14	367	198	60	363	254
15	282	232	61	340	180
16	241	136	62	429	190
17	278	212	63	311	169
18	361	294	64	582	280
19	235	191	65	232	123
20	268	185	66	222	146
21	214	161	67	327	224
22	328	208	68	390	271
23	229	178	69	321	209
24	277	182	70	344	200
25	350	399	71	350	245
26	267	309	72	318	152
27	269	272	73	327	242
28	156	176	74	251	226
29	252	221	75	243	134
30	315	272	76	503	188
31	195	217	77	433	348
32	243	326	78	289	215
33	358	356	79	216	172
34	239	239	80	262	189
35	184	96	81	300	221
36	271	226	82	160	96
37	327	224	83	348	265
38	244	194	84	236	155
39	232	171	85	441	286
40	309	199	86	116	84
41	234	155	87	245	186
42	199	162	88	406	283
43	61	51	89	391	313
44	560	300	90	400	237
45	392	229	91	205	197
46	270	164	92	19	13
			TOTAL-	27,440	19,472

AFFIDAVIT RELATING TO MATTERS AFFECTING REAL ESTATE
PURSUANT TO MCLA 565.451

STATE OF MICHIGAN)
) ss
COUNTY OF Wayne)

The undersigned, being first duly sworn under oath, hereby states that the following statements are true to the best of his/her knowledge and belief (without any duty of inquiry):

1. That I, Debra Hoge ^{Global Director} am the of Real Estate of General Motors LLC, a Delaware limited liability company ("New GM"), whose address is 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265, and have personal knowledge of the facts stated herein, and am competent to testify concerning such facts if called to do so.

2. On July 10, 2009, New GM, known at that time as General Motors Company (and formerly known as NGMCO, Inc.), completed the acquisition of some of the assets of Motors Liquidation Company (formerly known as General Motors Corporation) ("Old GM"). The sale was consummated in connection with Old GM's filing for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, and was completed pursuant to Section 363(b) of the Bankruptcy Code (the "Bankruptcy Sale").

3. On October 16, 2009, New GM, known at that time as General Motors Company, was converted from a corporation to a limited liability company and changed its name to General Motors LLC.

4. As of the execution date set forth below, New GM does not currently have any interest in and to that parcel of land located in the City of Flint, Genesee County, Michigan, described as (the "Subject Real Estate") and hereby waives any reversionary rights with respect to the Subject Real Estate, if any:

Entire Lot 99 of Durant-Dort Carriage Co's Replat of Parts of Blocks 12 and 27 and all of Blocks 13, 14 and 15 of Oak Park Subdivision of Sections 1 and 2 of Smith's Reservation, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 37, Genesee County Records,

Commonly known as 2525 Industrial Avenue, Flint, Michigan;

Parcel Identification Number: 41-06-179-044;

The Subject Real Estate is depicted on Exhibit A attached hereto and made a part hereof.

Executed this 3rd day April, 2024.

GM Real Estate
Execution Recommended by David Tigges
RE Legal: Ingrid Szura

GENERAL MOTORS LLC, a Delaware limited liability company

By: Debra H. Hoge

Print Name: Debra H. Hoge

Print Title: Global Director
Real Estate

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On the 3rd day of April, 2024, before me a Notary Public for the State and County aforesaid, personally appeared Debra H. Hoge, who acknowledged herself/himself to be the Global Director of General Motors LLC, and that she/he, being authorized to do so, executed the foregoing Affidavit on behalf of the company.

WITNESS my hand and seal the day and year aforesaid.

Notary's Signature: Teresa L. Kole

Notary's Name: Teresa L. Kole
Notary Public, State of Michigan, County of Macomb
My Commission Expires: 5-5-2025
Acting in the County of Wayne

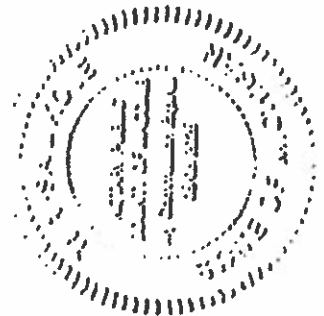
Drafted by:

GM Legal Staff
300 Renaissance Center
MC 482-C25-A68
Detroit, MI 48265
Attention: Ingrid Szura

When recorded return to:

David Tigges
General Motors LLC/Real Estate
MC 482-C19-GRE
Detroit, MI 48265

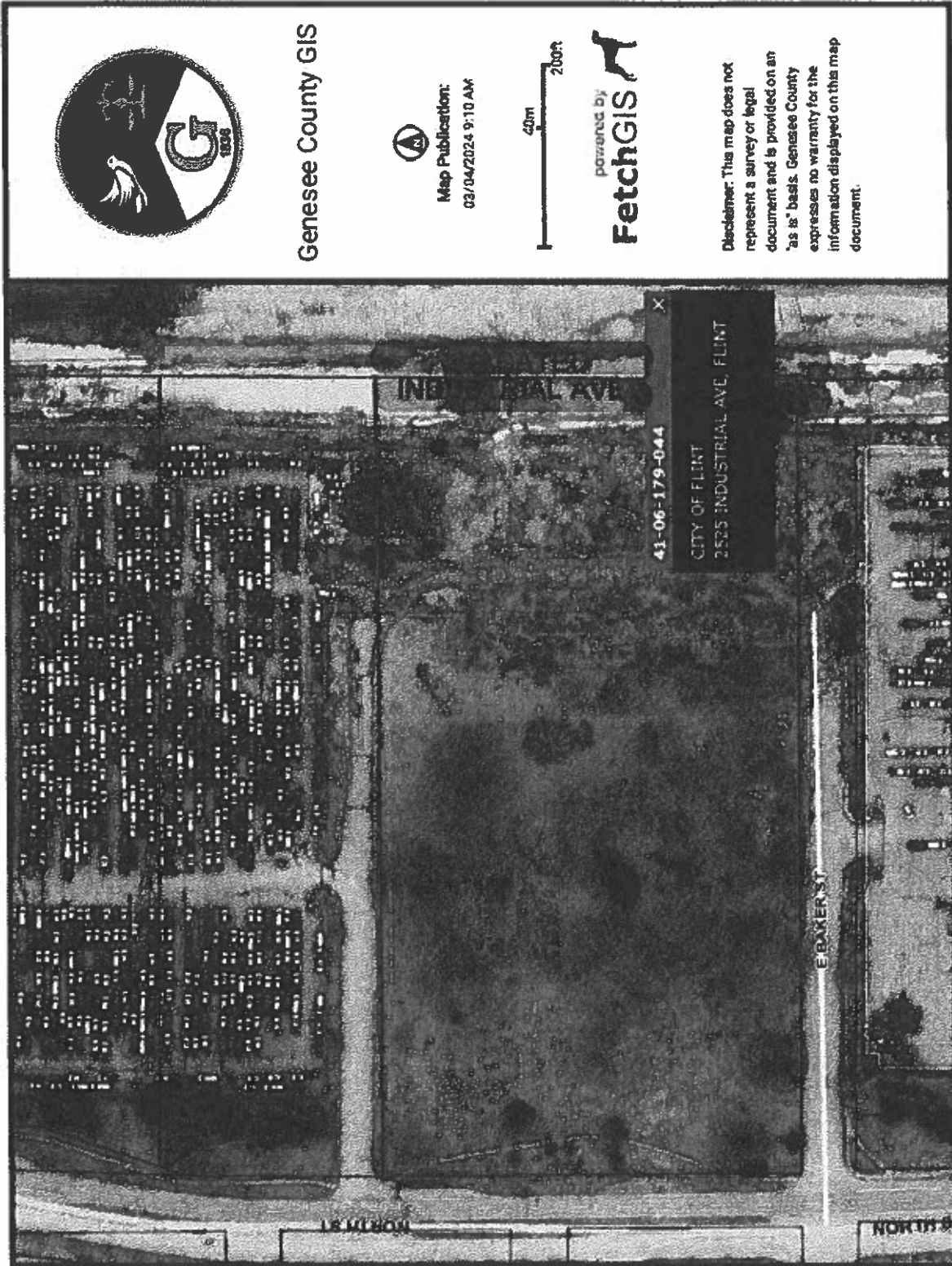
TERESA L KOLE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES MAY 05, 2025
ACTING IN THE COUNTY OF Wayne



#4889-9042-2430(670)

EXHIBIT A

Depiction of "Subject Real Estate"



Genesee County GIS



Map Publication:
03/04/2024 9:10 AM



powered by
FetchGIS

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Genesee County expresses no warranty for the information displayed on this map document.



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Company News Sep 20

U.S. Department of Energy Awards NanoGraf \$60 Million Under Bipartisan Infrastructure Law to Build One of the World's Largest Silicon Anode Battery Material Factories in Flint, Michigan

The combined \$175 million project enables NanoGraf to produce 2,500 tons of silicon anode material to support up to 1.5 million EVs per year

CHICAGO, September 20, 2024 - NanoGraf, an advanced silicon anode battery material company enabling stronger, lighter, and longer-lasting lithium-ion batteries, today announced it has been awarded a \$60 million grant from the U.S. Department of Energy's Office of Manufacturing and Energy Supply Chains under the Bipartisan Infrastructure Law (BIL) fund supporting new and expanded commercial-scale domestic battery manufacturing projects. Additional matching grant dollars may also become available to fund the project from the Make It in Michigan Competitiveness Fund, administered through the Michigan Infrastructure Office.

NanoGraf will use the grant, in addition to its own capital, to retrofit an existing manufacturing facility in Flint, Michigan. At full capacity, the advanced production facility will produce 2,500 tons per year of NanoGraf's proprietary silicon anode material - enough material to supply 1.5 million electric vehicles (EVs) per year.

The combined \$175 million investment, with additional funds coming from NanoGraf, will create one of the world's largest silicon anode facilities, significantly advancing U.S.



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electronics.”

“This next stage of our growth further propels our position as a global leader in the race to electrification while also supporting communities at the local level by strengthening union relationships and building a skilled battery manufacturing workforce in the Midwest,” adds Wang.

The Flint factory is NanoGraf’s third battery material production facility and increases the company’s total manufacturing footprint to over 414,000 square feet. NanoGraf currently produces silicon anode material for the U.S. military out of two Chicago-based manufacturing facilities, including a new R&D facility at 455 N Ashland Avenue and its headquarters at 400 N Noble Street. Of note, NanoGraf recently announced it was supplying batteries to Thales Defense & Security Inc. for the handsets used by soldiers in the field.

“We are thrilled to welcome NanoGraf to Flint,” said Sheldon Neeley, Mayor of Flint. “The combined investment from NanoGraf and the Department of Energy will ensure domestic access to innovative battery technology, meeting future demand for higher-performing EVs, and creating high-paying jobs that will benefit Flint for years to come.”

The project will create approximately 200 construction jobs through a project labor agreement with the North American Building Trades Union. Up to 150 new permanent jobs will be created for operations, approximately 80% of which are expected to come directly from the local community. NanoGraf has signed a neutrality agreement with the United Steelworkers and is committed to partnering with them should a majority of employees wish to be represented by the union.

The company’s Michigan expansion will include the rollout of a community benefits program focused on workforce development, education, apprenticeships, and comprehensive benefits that reflect the needs of the community.

NanoGraf’s headquarters, military-focused production facilities, and R&D operations will remain in Chicago. For more information, visit [nanograf.com](https://www.nanograf.com).

About NanoGraf

NanoGraf is an advanced battery material company whose patented silicon anode technology enables longer-lasting, higher-energy, and higher-power lithium-ion batteries. NanoGraf works with over 50 companies, including leading consumer electronics,



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MESC plays a critical and unique role in catalyzing investments in America's energy future to support the re-shoring, skilling, and scaling of U.S. manufacturing across energy supply chains. MESC serves as the frontline of clean energy deployment and accelerates America's transition to a resilient, equitable energy future through data-driven investments in manufacturing capacity and workforce development. Learn more at: www.energy.gov/mesc or [LinkedIn](#).

###

Sales Contact

Jeff Helm

jeff@nanograf.com

Media Contact

Josh Inglls

josh@proplr.com

View source version on globenewswire.com: <https://www.globenewswire.com/news-release/2024/09/20/2949669/0/en/U-S-Department-of-Energy-Awards-NanoGraf-60-Million-Under-Bipartisan-Infrastructure-Law-to-Build-One-of-the-World-s-Largest-Silicon-Anode-Battery-Material-Factories-in-Flint-Michig.html>

Company News

NanoGraf Silicon Anode
Batteries Selected by
Thales Defense & Security,
Inc. to Power Mission-
Critical Military
Communications >



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contact@nanograf.com

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240450-T



RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

Resolution Approving Lease Extension for 4813 Clio Road

The City of Flint wishes to enter into an agreement to extend the lease for 4813 Clio Road, a property located in Hallwood Plaza, which currently serves as a customer service center on the north side of the City of Flint. This customer service center allows residents of Flint's north side to have greater access to city services, including but not limited to payment of water bills and other City fees, as well as access to the City's public health office. This also includes a police mini-station.

The proposed lease extension runs from January 1, 2025 through December 31, 2029, and will cost the City \$5,000.00/month plus associated operational costs. Total costs, including associated costs, utilities, insurance, and other operational/facilities expenses, are projected to be less than \$116,000 per annum. Funding for this lease and the associated costs will be provided from account number 265-310.206-801.000.

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to execute a lease extension for 4813 Clio Road, with an amount including associated costs, utilities, insurance, and other operational/facilities expenses, not to exceed \$116,000.00 per annum, and to allocate available Police Forfeiture funds to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$116,000 per annum, account number 265-310.206-801.000, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31, 2029.

FOR THE CITY:

FOR THE CITY COUNCIL

Clyde D. Edwards / A0319
Clyde D. Edwards / A0319 (Oct 3, 2024 10:12 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

JK
Joseph Kuptz (Oct 3, 2024 08:44 EDT)
Joseph N. Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Oct 3, 2024 10:02 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 2, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Approving Lease Extension for 4813 Clio Road

PREPARED BY: Joseph N. Kuptz, Acting City Attorney

VENDOR NAME: Hallwood Plaza LLC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint wishes to enter in an agreement to extend the lease for 4813 Clio Road, a property located in Hallwood Plaza, to continue the operation of a customer service center on the north side of the City of Flint. This customer service center allows residents of Flint's north side to have greater access to city services, including but not limited to the payment of water bills and other City fees, as well as access to the City's public health office. This also includes a police mini-station.

The proposed lease extension runs from January 1, 2025, through December 31, 2029, and will cost the City \$5,000.00/month plus associated costs. Total costs, including associated costs, utilities, insurance, and other operational/facilities expenses, are projected to be less than \$116,000 per annum.

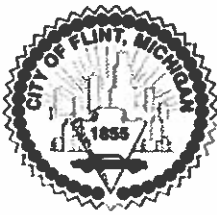
Funding for this lease will come from the drug forfeiture funds received to date, in an amount of \$116,000.00, from 265-310.206-801.000.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2024 12/1/23- 6/30/24	265-310.206-801.000	\$54,000.00	\$54,000.00	\$38,630.55	230402
2025 7/1/24- 12/31/24	265-310.206-801.000	\$54,000.00	\$54,000.00	\$33,111.90	230402

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The customer service center allows greater access to City of Flint residents who reside or do business on the north side of the City, including payment of water bills and other City fees and the City's public health office, among other services.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services January 1 – June 30	265-310.206-801.000	N/A	\$58,000.00
FY25 GRAND TOTAL				\$58,000.00

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1 (FY25) - \$58,000.00

BUDGET YEAR 2 (FY26) - \$116,000.00

BUDGET YEAR 3 (FY27) - \$116,000.00

OTHER IMPLICATIONS *(i.e., collective bargaining)*:

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Angela Amerman
Angela Amerman (Oct 3, 2024 09:41 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES X NO

STAFF RECOMMENDATION: (PLEASE SELECT): X **APPROVED** **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Clyde D. Edwards / A0319
Clyde D. Edwards / A0319 (Oct 3, 2024 10:12 EDT)

Clyde Edwards, City Administrator

Commercial Lease for City Of Flint, Michigan for 4813 Clio Rd Flint Michigan

THIS LEASE is made and entered into as of the 1st day of December, 2023 (the "Effective Date") by and between Hallwood Plaza LLC ("Landlord") and City of Flint ("Tenant")

WITNESSETH:

For and in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following-described Premises upon the following terms and conditions:

ARTICLE I PREMISES

1.1 Premises. Landlord, for and in consideration of the rents, covenants and agreements hereinafter set forth and hereby agreed to be paid, kept, and performed by Tenant, does hereby lease to Tenant, and Tenant hereby leases from Landlord, an approximately 4445 square foot portion of the building located in the commercial shopping center (the "Shopping Center") located at 4813 Clio Rd. 48504 (the "Premises"). The location of the Premises in the Shopping Center is depicted on the Site Plan attached hereto as Exhibit "A."

ARTICLE II TERM

2.1 Term. The Lease is defined as a period of one year and one month from the Rent Commencement Date (the "Term").

2.2 Rent Commencement Date: Starting on the Commencement Date, which is the date of the execution of this lease, defined as Effective Date, and continuing till Dec, 31st, 2024, the Tenant shall be required to pay the Rent (as hereinafter defined) payments during this time. Tenant's obligation to pay Rent shall commence on the execution date (the "Rent Commencement Date").

2.3 Lease Extension Option: Tenant will have two options to extend the lease on these terms of 5 years each. Tenant must notify Landlord 3 months in advance of lease expiration in order to exercise these extension options.

ARTICLE III RENT

3.1 Base Rent. Starting on the Rent Commencement Date, Tenant shall pay to Landlord without demand, deduction, or offset as Base Rent for the Premises as follows:

Lease Commencement Date through Dec 31st, 2024: \$4500.00 monthly Rent; plus, share of operation costs as defined in 3.2.

Extension Options:

Option 1: First 5 years: Base Rent \$5500 plus, share of operation costs as defined in 3.2.

Option 2: Second 5 years: Base Rent \$6500 plus, share of operation costs as defined in 3.2.

Monthly installments payable by the first (1st) day of each calendar month during the Term (base rent shall be further amended as follows). In the event the Term commences or ends on a day other than the first day of the calendar month, then the Base Rent for such partial month shall be pro-rated in proportion to the number of days the Lease is in effect during such month, and such rental shall be paid upon the commencement of such period. Tenant is required to report store sales monthly.

3.2 Lessee's Share of Operating Expenses. Lessee shall be responsible for its pro-rata share of operating expenses for the Shopping Center. Operating expenses for the Shopping Center for these purposes shall include, but not be limited to, all costs of administration, operation, repair, maintenance, replacement, real estate taxes, assessments, and insurance costs of the Shopping Center (except as otherwise provided herein). This amount is estimated at approximately \$2.75 a sq foot which equal to \$ 1018.65/month and subject to year-end adjustment as the final operating expenses get calculated by the landlord (the term Base Rent and any other payments due to landlord under Sections 3.2 and 3.3 or anywhere else in this Lease shall be defined as "Rent") Tenant shall pay its share of expenses together with the Base Rent to the landlord on the monthly basis. LANDLORD AND TENANT AGREE THAT TENANT WILL ONLY PAY FIXED MONTHLY AMOUNT OF \$1018.65 AS THE TENANT SHARE OF THE OPERATING EXPENSES OF THE CENTER THROUGH THE LEASE END DATE OF DEC,31,2024, IF TENANT RENEWS THE LEASE AFTER DEC,31,2024 THEN LANDLORD AND TENANT WILL AGREE ON A NEW AMOUNT FOR THE TENANT SHARE OF OPERATING EXPENSES.

3.3 Late Charge. A late charge of Three hundred (\$300) dollars per month may be assessed at Landlord's option, as additional rent in the event that any Rent Payment is not paid within fifteen (15) days after the same shall be due and payable. In addition, any and all delinquent Rent Payments, additional rent and all other sums payable hereunder shall bear interest at the rate of the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate allowable under law from the date of delinquency until paid. This provision shall in no way affect the right of Landlord to declare Tenant in default of this Lease for the failure to pay rent on the day that it is due.

ARTICLE IV SERVICES BY LANDLORD; REPAIR AND MAINTENANCE

4.1 Landlord Services Common Areas. Landlord shall maintain the public and common area: driveways, leads to the tenant space and designated parking area of the Shopping Center in good order and condition. Landlord shall be reimbursed by the tenant for expenses occurring from these services and Landlord shall make all necessary repairs to the common areas serving the Shopping Center. Notwithstanding the forgoing, if such damage is caused by the negligent acts or omissions of Tenant, its officers, agents, or employees, Tenant shall directly repair and shall bear the cost of such repairs, without landlord having to expense them and then be reimbursed by tenant

4.2 Landlord Services the Premises. No Landlord responsibility to the premises.

4.3 Tenant Repairs and Maintenance. Tenant shall be responsible for the repairs, maintenance and replacement associated with Tenant's space and its designated parking lot, as defined herein, as well as all interior repairs and all structural repairs. Tenant shall not injure the Premises or the Shopping Center or the common areas serving the Shopping Center but shall maintain the Premises and parking lot in a clean,

attractive condition and in good repair, normal wear and tear excluded. Tenant shall be responsible for cleaning of snow and trash for its space, sidewalk and its designated parking area.

4.4 Landlord's Entry Upon the Premises. Tenant agrees to permit Landlord and its authorized representatives to, upon twenty-four (24) hours of notice to Tenant, enter the Premises at all times during normal business hours for the purpose of inspecting same, making any necessary repairs to the Premises and performing any work therein necessary to comply with any laws, ordinances, rules or regulations of any public authority, fire rating bureau, or Landlord's insurer or that Landlord may deem necessary to prevent waste or deterioration to the Premises. Any such entry shall be so as to cause minimal inconvenience to Tenant. In addition, Landlord may, upon twenty-four (24) hours of notice to Tenant, enter upon the Premises during normal business hours to show the Premises to prospective purchasers, mortgagees and insurance representatives and may at any time during the last ninety (90) days of the Term, show the Premises to prospective Tenants.

ARTICLE V PURPOSE

5.1 Possession and Use. The Premises shall be occupied and used solely for the purposes of collection of city water and or tax bills and the use of a police station. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord. Tenant shall not allow any noise, smoke or odor to escape from the Premises in a manner which will disturb other occupants of the Shopping Center or occupy the Premises in such manner as to disturb the peaceful and quiet occupancy of the other tenants of the Shopping Center.

5.2 Parking and Common Areas. Tenant shall have the right to use the parking lots adjacent to the Shopping Center for itself, its employees, and invitees. Landlord shall retain exclusive control and management over the common areas serving the Premises and the Shopping Center, including but not limited to, all driveways, entrances, exits, roadways, parking areas, sidewalks and other features or facilities provided for the general use of all the tenants in the Shopping Center. Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the use of said common areas provided that such rules and regulations are not inconsistent with this Lease or interfere with Tenant's business and Tenant agrees to abide by and conform with such rules and regulations. Nothing contained in this Lease shall be construed to prohibit Landlord from reconfiguring the parking lot or from constructing any structures on the parking lot or in the common areas, so long as Tenant maintains substantially the same amount of parking and continues to have adequate access, including Loading Dock Access, to the Premises.

ARTICLE VI UTILITIES AND PERSONAL PROPERTY TAXES

6.1 Utilities. Tenant shall make application for and arrange for the installation of all other utility services (including meters and connection fees) necessary for the use and occupancy of the Premises and Tenant shall be solely responsible for and promptly pay, as and when the same become due and payable, all connection charges, deposits, all charges for water, gas, electricity, telephone and any utility used or consumed in the Premises imposed by the utility company or authority providing same.

6.2 Personal Property and Business Taxes. Tenant shall pay before delinquent, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises.

ARTICLE VII
IMPROVEMENTS AND ALTERATIONS

7.1 Premises is As-Is. Landlord and Tenant agree that the Premises shall be taken in an as-is condition.

7.2 Tenant's Alterations. Tenant shall not make any alteration, addition or improvement of a permanent nature to the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such alteration, addition or improvement made by Tenant after such consent shall have been obtained shall be made only by those contractors and subcontractors approved by Landlord. Such work shall be performed strictly in accordance with all applicable building codes, governmental regulations and pursuant to validly issued permits required for such work. All improvements shall be expenses borne by the Tenant.

7.3 Mechanic's Liens. Tenant shall not permit any mechanics' lien to be filed against the fee of the Premises or against the Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises through or under the Tenant, whether prior or subsequent to the commencement of the Term hereof. If any such mechanics' lien shall at any time be filed against the Premises and Tenant shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under the provisions of this Lease.

ARTICLE VIII
INSURANCE AND LIABILITY

8.1 Tenant's Insurance. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain comprehensive general liability insurance including contractual liability coverage against claims for injury, wrongful death or property damage occurring upon, in or about the Premises, with companies and in form acceptable to Landlord, with single limit coverage of not less than Two Million Dollars (\$2,000,000.00). In such policy or policies, Landlord shall be named as an additional insured, as its interest may appear and said policies shall contain a waiver of subrogation clause. Tenant shall be solely responsible for obtaining any fire, flood, or extended coverage insurance for trade fixtures, personal property and improvements of Tenant which may be located within the Premises and for all goods, commodities and material stored by Tenant in or about the Premises. Tenant shall also carry and maintain worker's compensation or employer's liability insurance in at least the minimum amounts required by law.

8.2 Mutual Waiver of Subrogation. Landlord and Tenant hereby waive the rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents arising from any risk insured against by Landlord or Tenant; and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. The release set forth in this paragraph shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause or otherwise provide that this release shall not affect the right of the insured to recover under such policies.

8.4 Liability

(1) **Tenant Indemnity.** Intentionally Deleted

(2) **Landlord Indemnity.** Intentionally Deleted

ARTICLE IX CASUALTY

9.1 Damage or Destruction. If the Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's trade fixtures, decorations, signs and contents) substantially to the condition thereof immediately prior to such damage or destruction; limited, however, to the extent of the insurance proceeds received by Landlord. If by reason of such occurrence, (a) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance; or (b) the Premises is damaged in whole or in part during the last twelve (12) months of the Term; or (c) the Premises is damaged or the Shopping Center is damaged (whether or not the Premises is damaged) to an extent of 50% or more of the then replacement value thereof; or (d) the Shopping Center is damaged (whether or not the Premises is damaged) to such an extent that the Shopping Center cannot, in the judgment of either party, be operated as an integral unit during the repair or restoration of said damaged areas, then, upon the occurrence of any of such events, either party may elect either to have Landlord repair the damage as aforesaid, or cancel this Lease by written notice of cancellation given to or by Tenant within thirty (30) days after the date of such occurrence, and thereupon this Lease shall cease and terminate as though the date of the notice were the date herein fixed for the expiration of the Term hereof. In addition to the foregoing, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering a written notice of termination to Tenant within fifteen (15) days after such requirement is made by such holder. Upon the termination of this Lease as aforesaid, Tenant's liability for the Rent Payments hereunder shall cease as of the date of the casualty. Unless this Lease is terminated by either party as aforesaid, this Lease shall remain in full force and effect. If the casualty renders the Premises untenable in whole or in part, a proportionate abatement of the Rent Payments shall be allowed from the date when the damage occurred until the date when the Premises are made tenable or until the effective date of termination as herein provided, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises. In no event shall the Landlord be required to restore any alterations, additions or improvements made by or for the Tenant and not required by this Lease to be furnished by Landlord, nor any trade fixtures, furniture, equipment or other property belonging to Tenant.

9.2 Major Destruction. Notwithstanding anything contained herein to the contrary, in the event the Premises are damaged by fire or other casualty so that the Premises cannot be restored within one hundred eighty (180) days after the commencement of the restoration work, then, in such event, Landlord and Tenant shall each have the option to terminate this Lease by delivering a written notice to the other within thirty (30) days of the occurrence of such damage or destruction. If Landlord and Tenant cannot agree on the number of days it will take to restore said Premises, the fact shall be determined by an architect mutually selected by Landlord and Tenant.

ARTICLE X CONDEMNATION

10.1 Condemnation. In the event the Premises or any part thereof be taken in an eminent domain proceeding the following provisions shall be controlling:

(1) If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the Term shall cease and terminate from the date of

title vesting in such condemning authority and Tenant shall have no claim against Landlord for the value of any unexpired term of said Lease.

(2) If any part of the Premises shall be condemned and such partial condemnation shall render the Premises unsuitable for the business of Tenant, at Tenant's sole discretion, then and in such event Tenant shall have the right to terminate this Lease by delivering a written notice of cancellation to Landlord, whereupon this Lease shall cease and terminate as of that date which is thirty (30) days after the date Landlord shall have received said notice of cancellation, and Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease.

(3) In the event (a) any part of the Premises shall be condemned during the last year of the Term; or (b) a part of the Premises is condemned and the cost of restoring the Premises will exceed the proceeds of any condemnation award received by Landlord; or (c) any portion of the common areas or any portion of the Shopping Center is condemned (whether or not any portion of the Premises is condemned) to such an extent that the project cannot, in the judgment of Landlord, be operated as an integral unit during or following the repair or restoration work to the Shopping Center or common areas; or (d) the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the condemnation proceeds be applied toward such indebtedness, then, in any of such events, Landlord may elect to cancel this Lease by written notice of cancellation given to Tenant, whereupon this Lease shall cease and terminate as of that date which is thirty (30) days following the date upon which Tenant shall receive said notice of cancellation.

(4) In the event of a partial taking or conveyance which does not give rise to a termination of the Lease pursuant to this subparagraph, then Landlord shall promptly restore the Premises, to the extent of condemnation proceeds available for such purpose, to a condition comparable to the condition at the time of such condemnation, less the portion lost in the taking and this Lease shall continue in full force and effect. In such event, the Rent Payments shall be reduced in the same proportion that the floor area of the Premises so taken or conveyed bears to the floor area of the Premises immediately prior to such taking or conveyance, such reduction commencing as of the date Tenant is required to surrender possession of such portion. For purposes of determining the amount of funds available for restoration of the Premises from the condemnation award, said amount shall be deemed to be that part of the award which remains after payment of all reasonable expenses incurred in recovering same and any amounts due to any mortgagee

(5) In the event of any condemnation or taking as hereinbefore provided, either whole or partial, Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof; except that Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in such condemnation proceedings because of the taking of its trade fixtures and for relocation expenses. It is understood that in the event of the termination of this Lease as aforesaid, neither Landlord nor Tenant shall have any claim against the other for the value of any unexpired term of this Lease and Tenant shall have no right or claim to any part of the award on account hereof.

ARTICLE XI COMPLIANCE WITH LAWS

11.1 Code Compliance. Intentionally Deleted

11.2 Environmental Covenants. Intentionally Deleted

11.3 Bankruptcy. If a petition is filed by or against Tenant for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Tenant (including for purposes of this section Tenant's successor in bankruptcy, whether a trustee or Tenant as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease on the terms acceptable to Tenant, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under this Lease, shall be given to Landlord by Tenant no later than twenty (20) days after Tenant has made or received such offer, but in no event later than ten (10) days prior to the date on which Tenant applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Landlord shall have the prior right and option, to be exercised by notice to Tenant given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable to take an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commission which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Landlord: (i) may require from the assignee a deposit or other security for the performance of its obligations under this Lease in an amount substantially the same as would have been required by Landlord upon the initial leasing to a Tenant similar to the assignee; and (ii) shall be entitled to receive as additional rent, any amounts received by Tenant in connection with such assignment. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or documentation to have assumed all of the Tenant's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, or to regain possession of the Premises if this Lease has neither been assumed nor rejected within sixty (60) days after the date of the order for relief. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord, under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

ARTICLE XII LIENS

12.1 Liens. If the Premises or Tenant's leasehold interest therein shall at any time during the Term become subject to any mechanic's, laborer's or materialmen's lien based upon the furnishing of material or labor to Tenant on the Premises, Tenant shall cause the same, at Tenant's expense, to be discharged within thirty (30) days after notice thereof, unless the lien is then being litigated in good faith by Tenant, in which event Tenant shall indemnify and hold Landlord harmless from and against any such lien and shall secure Landlord to Landlord's satisfaction. Tenant shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or Landlord's ownership interest in the Premises.

ARTICLE XIII ASSIGNMENT & CONTINUITY

13.1 Assignment. Tenant shall not have the right to assign this lease to any entity that is or not owned by the Tenant at any time without Landlord approval. Any other attempted transfer, assignment, subletting, license agreement, change of ownership or hypothecation without Landlord's written consent, shall be void and confer no rights upon any third party. At least thirty (30) but no more than one hundred twenty

(120) days prior to the date on which Tenant desires any proposed assignment or sublease to be effective (the "Transfer Date") Tenant must submit a copy of the proposed sublease or assignment to Landlord for its approval, together with the following documents: (a) a detailed description of the portion of the Premises proposed to be sublet (which must be a single, self-contained unit (the "Space")); (b) a complete financial statement of the subtenant or assignee with an authorization to verify the same; (c) a declaration by the subtenant or assignee as to the type of business to be carried out and the number of employees to occupy the Space; (d) proof of payment of all leasing commissions, if applicable; and (e) executed lease estoppel certificates from Tenant and the proposed subtenant or assignee on a form provided by Landlord. Landlord shall not be required to approve any assignment or sublease to a person or entity who or which may create parking, traffic, noise or other problems within the Shopping Center, or is inconsistent with the image of the Shopping Center. If this Lease or any interest of Tenant herein shall be assigned, or if the whole or any part of the Premises shall be sublet, after having obtained Landlord's prior written consent thereto, Tenant's obligations under this Lease, shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant, and Tenant shall not thereby be released in any manner. Landlord's interest in this Lease may be assigned by Landlord in connection with the sale or other conveyance of the Shopping Center and, upon such assignment, the obligations of Landlord hereunder shall become obligations solely of such assignee. Notwithstanding anything to the contrary herein, Tenant may assign, transfer, or sublet the Lease to an entity with the same underlying ownership as Tenant, without Landlord's consent.

ARTICLE XIV DEFAULT AND TERMINATION

14.1 Default. The following events shall be deemed to be events of default under this Lease: (a) if, more than three times during the Term, Tenant shall fail to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as the same shall become due and payable and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (it being understood, however, that after Tenant has been delinquent in the payment of the Rent Payment on more than three occasions during the Term, Landlord shall no longer be required to provide Tenant with written notice of such default and a 30-day period within which to cure such default and Tenant shall be deemed to be in default of its obligations under this clause upon Tenant's failure to make any Rent Payment as and when due); (b) if Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the Rent Payment, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (or, if any default is of a nature which requires more than 30 days to cure, if Tenant fails to commence such cure within 30 days after written notice of default and thereafter fails to diligently prosecute such cure to a completion within 90 days after written notice of default); (c) if either party shall become insolvent or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors of Tenant's assets or Tenant's interest in this Lease; (d) if a receiver or trustee shall be appointed for all or substantially all of the assets of either party; (e) if either party breaches any of the terms and conditions of the Lease and fails to cure such breach within thirty (30) days written notice by the non-breaching party.

14.2 Remedies of Landlord. Upon the occurrence of any such event of default:

(1) Landlord may terminate this Lease, in which event Landlord may immediately repossess the Premises and be entitled to recover direct costs incurred by Landlord as a result of Tenant's default, not to exceed the amount of one year of Base Rent. Tenant shall thereupon surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and hereby grants to Landlord the full right to enter into and upon the Premises in such event with or without process of law and repossess the Premises and to expel or remove Tenant and any others who may be occupying the Premises and to

remove any and all property therefrom, without such entry constituting a trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to collect any rent that may be or become due, or any other right to which Landlord may be entitled under this Lease or by operation of law.

(2) No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord shall have a duty to mitigate damages arising from Tenant's default under this Lease.

14.3 Remedies of Tenant. Upon the occurrence of a default by Landlord, Tenant shall have the option to either (i) cure Landlord's default and withhold Tenant's costs incurred in doing so from the Rent Payments, or (ii) terminate this Lease by providing thirty (30) days written notice to Landlord, in which case Tenant's obligations under this Lease, including the obligation to pay Rent Payments, shall cease upon the date of Tenant's notice.

ARTICLE XIV SUBORDINATION

15.1 Subordination. This Lease shall be subject to and subordinate to the lien of any mortgage or deed of trust which now constitutes a lien on the fee of the Premises and to any agreements at any time made by Landlord, modifying, supplementing, extending, or renewing any such mortgage or deed of trust. Prior to the Commencement Date of the Lease, Landlord shall use all reasonable efforts to deliver to Tenant a "Non-Disturbance Agreement" (as described below) from the holder of the lien of any mortgage or deed of trust which now constitutes a lien on the fee of the Premises. Further, Tenant agrees that upon the delivery to it by any future holder (a "Mortgagee") of any mortgage, deed of trust or other security instrument on the Premises or the Shopping Center (a "Mortgage") of a "Non-Disturbance Agreement" as described below, executed by a Mortgagee, that this Lease and Tenant's interest in this Lease shall be subordinated to such Mortgage hereafter encumbering the Premises, the land underlying the Premises and/or the Shopping Centers and to all renewals, modifications, replacements, consolidations, and extensions thereof. Tenant further agrees that in such event, it will execute and deliver the Non-Disturbance Agreement to Mortgagee. The "Non-Disturbance Agreement" referred to above, shall mean a subordination, non-disturbance and attornment agreement between Mortgagee and the Tenant in which Tenant attorns to, and subordinates its interest in this Lease, to the Mortgagee and its successors and assigns and which provides that in the event the Mortgagee, or its successor and assigns, or any purchaser at foreclosure (a "Successor") acquires title to the Premises, the land underlying the Premises and/or the Shopping Center pursuant to a foreclosure or other action or taking under any such Mortgage, that this Lease and the rights of Tenant hereunder shall continue in full force and effect so long as Tenant shall not be in default hereunder, and that the rights of Tenant under this Lease shall not be disturbed, diminished or interfered, except to the following extent: (i) the Successor shall not be liable for any act or omission of a prior landlord (including Landlord), (ii) the Successor shall not be subject to any offset or defenses which Tenant may have against any prior landlord (including Landlord), (iii) the Successor shall not be bound by any Base Rent Payment which Tenant might have paid more than one month in advance of the date due under the Lease to any prior landlord (including Landlord) for any period beyond the month in which the foreclosure or other action by Mortgagee occurs, and (iv) the Successor shall not be bound by any agreement or modification of the Lease obtained without the consent of the Successor.

15.2 Attornment. If any Mortgage is foreclosed for any reason and the Successor succeeds to the interest of Landlord under this Lease, Tenant shall be bound to such Successor under all the terms of this Lease

for the balance of the Term hereof remaining, with the same force and effect as if this Lease had been re-executed by Tenant and the Successor upon said foreclosure; and Tenant hereby attorns to the Successor as its landlord. Such attornment shall be effective and self-operative, without the execution of any further instrument, immediately upon the Successor succeeding to the interest of Landlord under this Lease. At the request of the Successor, Tenant shall enter into a new lease with the Successor containing identical terms of this Lease.

ARTICLE XVI SIGNS

16.1 Signs. No signs, advertisements or notices shall be placed by Tenant on the outside of the Shopping Center without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall submit written signage proposals to Landlord. No sign, fixture, advertisement or notice shall be displayed, inscribed, painted or fixed by Tenant on any part of the inside of the Shopping Center or Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

ARTICLE XVII QUIET ENJOYMENT AND SURRENDER AND HOLDING OVER

17.1 Quiet Enjoyment. So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall peaceably and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord, subject, however, to the terms of this Lease. This Lease is subject to all present conditions, restrictions and easements of record, to future conditions, restrictions and easements of record (to the extent such do not materially adversely affect Tenant's quiet enjoyment and use of the Premises), to present and future encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Tenant's rights under this Lease shall continue in the event of any sale or transfer to a new landlord and such new landlord will be subject to the terms of this Lease, except as set forth in 8.3(2).

17.2 Surrender and Holding Over. Upon the expiration of the Term, or upon an earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Premises in the same condition as the Premises are in at the commencement of this Lease (but prior to the installation by Tenant of all items which Tenant is required to remove hereunder), reasonable wear and tear and casualty excepted. The Premises shall in all events be surrendered in an environmentally safe and clean condition. In the event that Tenant or any party holding under Tenant shall remain in possession of the Premises beyond the expiration of the Term or Extension Period, whether by limitation or forfeiture, such party's sole liability shall be to pay 1.5 times the Base Rent during holdover period.

Prior to termination of this Lease, or any extension thereof, if Tenant is not in default of any obligation or covenant under this Lease, Tenant may remove its inventory and equipment from the Premises and shall promptly repair any damage caused by such removal. In addition, approximately sixty (60) days prior to the termination of this Lease, Landlord shall inspect the Premises in the presence of Tenant for the purpose of identifying all fixtures and improvements made by, or at the direction of, Tenant which Landlord shall require be removed prior to the termination of the Lease (the "Designated Items"). The Designated Items may include, by illustration and not limitation, trade fixtures, and computer or telephone equipment and cable. Prior to the termination of the Lease, Tenant shall be required to remove all Designated Items. The obligations of Tenant under this Section shall survive the termination of this Lease.

ARTICLE XVIII

NOTICES

18.1 Notices. Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served (i) when received if personally delivered or delivered by nationally recognized overnight courier service or (ii) three (3) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, postage prepaid. All notices shall be addressed as set forth in paragraph 20.1 of the Lease Cover Page. The addresses may be changed from time to time by either party by serving notice to the other party in the manner above provided.

Tenant Mailing Address:

Landlord's Mailing Address:

280 Chestnut Street, Newark, NJ 07105, Attn: Morris Shasho

ARTICLE XIX ESTOPPEL CERTIFICATES

19.1 Estoppel Certificates. Within fifteen (15) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Shopping Center or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in Landlord's performance; and (c) that not more than one (1) month's rental has been paid in advance.

ARTICLE XX MISCELLANEOUS PROVISIONS

20.1 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20.2 Attorneys' Fees. In the event that either Landlord or Tenant should bring suit under the terms of this Lease, and said movant shall prevail in any such suit, then the other party agrees to pay the prevailing party for all costs, expenses and reasonable attorneys' fees which may have been incurred in connection herewith.

20.3 Waiver of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR IN DIRECT DAMAGES, WHETHER ARISING IN TORT, CONTRACT, UNDER ANY STATUTE, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS UNDER THIS SECTION 21.3 IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING

WITHOUT LIMITATION, THE NEGLIGENCE OR STRICT LIABILITY OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE.

20.4 Brokers. Landlord and Tenant represents and warrants that no brokers were involved in this transaction and that there are no claims for brokerage commissions or finder's fees.

20.5 Rules. Landlord shall have the right, from time to time, to make, establish or promulgate reasonable rules and regulations with regard to the Premises and the common areas serving the Premises, provided such rules and regulations are not inconsistent with the terms of this Lease, and Tenant hereby covenants that it will observe, keep, and comply with such rules and regulations promulgated by Landlord.

20.6 Assignment by Landlord. The term "Landlord" as used in this Lease means only the owner at the time of the execution of this Lease, so that in the event of any sale of the Premises, the seller, transferor, or assignor shall be entirely relieved of all further obligations of Landlord herein occurring after the sale or transfer.

20.7 Sole Agreement/Execution. This Lease contains the entire agreement between the parties hereto and no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by Landlord and Tenant. This Lease

20.8 Michigan Law Governs. The law of the State of Michigan shall govern the performance and enforcement of this Lease.

20.9 Time of Essence. Time shall be of the essence in the performance of every term, covenant, and condition of this Lease.

20.10 Captions. The paragraph captions are inserted for convenience of reference and are in no way to be construed as a part of this Lease or as a limitation on the scope of the paragraph to which they refer.

20.11 Benefit. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. The Guarantee and liability of Tenant hereunder shall be joint and severe with Tenant Michael Mercure and the company America's Wholesale Outlet LLC.

20.12 Authority. Tenant, in the event that it is not an individual, hereby covenants and warrants that the person executing this Lease on behalf of Tenant is duly authorized by Tenant to sign and execute this Lease on its behalf, and this Lease is a valid and binding obligation of Tenant, enforceable in accordance with its terms.

20.13 Counterparts and Electronic Signatures. This Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Landlord and Tenant agree that this Lease, any addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Lease may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted,

executed or agreed to in conformity with such laws will be binding on both Landlord and Tenant the same as if it were physically executed and the parties agree that this lease is valid with facsimile or electronic signatures.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease to be effective as of the day and date first above written.

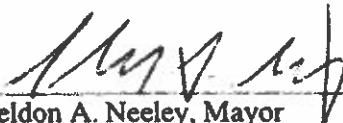
"LANDLORD"
Hallwood Plaza LLC



Morris Shasho

Date: 11-01-2023

"TENANT"
City Of Flint, Michigan



Sheldon A. Neeley, Mayor

Date: 11/20/23

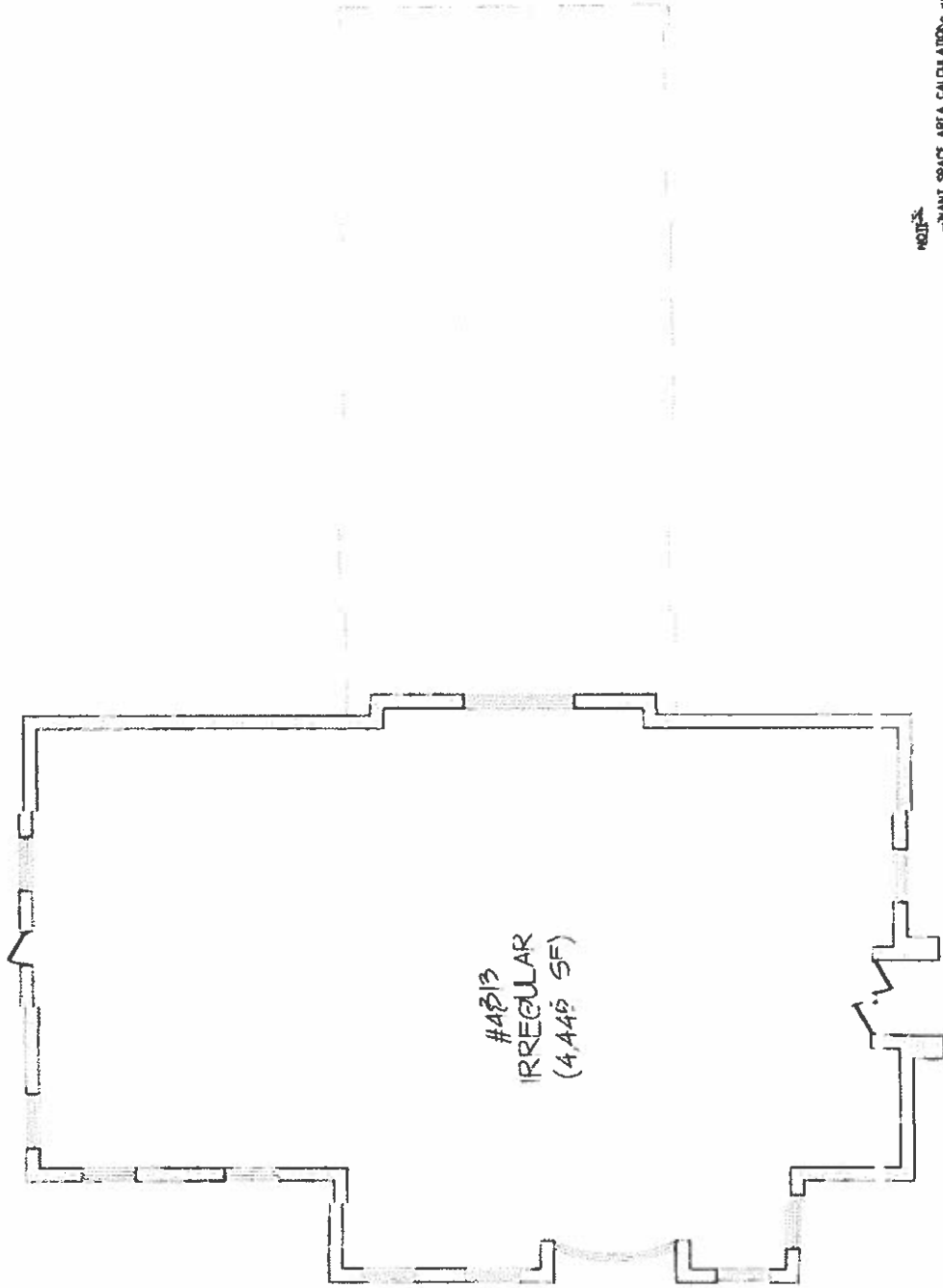
Approved as to Form:



William Y. Kim, City Attorney

HALLWOOD COMMONS

4813 CLIO ROAD



Front of Building



FIRST LOOK PLAN
V1.00 DATE

- NOTES**
1. PLANT SPACE AREA CALCULATIONS WERE BASED ON EXISTING PLUMBING WALLS ARE PRESENT. DETERMINED BY MEASUREMENT TO THE CENTER OF EXISTING WALLS/PARTITIONS AND TO THE EXTERIOR FACE OF EXTERIOR WALLS.
 2. TOTAL PLANT SPACE IS 4,445 SQ. FT. DIMENSIONS ARE APPROXIMATE. ALL DIMENSIONS FOR PLANT WALLS AND DEPTH DIMENSIONS, PER PARTITION.
 3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE TRULY NORTH, BUT IS SUBSTANTIALLY NORTH AS SUCH, IT IS CALLED NORTH AND IS NOT INTENDED FOR NAVIGATIONAL USE.
 4. UNIT SIZES & AREA ARE APPROXIMATE.



JMC MANAGEMENT^{LLC}
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT TO COMMERCIAL LEASE (this “Amendment”) is made this _____ day of _____, 2024, to be effective January 1, 2025 (the “Effective Date”) by and between **Hallwood Plaza LLC**, a Michigan limited liability company, having an address of 280 Chestnut Street, Newark, NJ 07105 (“Landlord”) and **City of Flint** (“Tenant”).

WHEREAS, Landlord and Tenant entered into a Lease dated December 1, 2023 (the “Lease”), for premises in the Shopping Center located at 4813 Clio Road, Flint, Michigan 48504 (the “Premises”); and

WHEREAS, the parties hereto have agreed to amend the Lease to modify the Term, the Base Rent and Lessee’s share of Operating Expenses as herein set forth.

NOW, THEREFORE, WITNESSETH, intending to be legally bound hereby, and in consideration of the promises and mutual covenants herein contained the parties do hereby agree as follows:

1. **Term**. The Term shall be extended for a period of five (5) years, commencing the Effective Date and ending December 31, 2029.
2. **Base Rent**. Commencing the Effective Date and continuing to the end of the Term, the monthly Base Rent payable by Tenant shall be Five Thousand Dollars (\$5,000.00).
3. **Tenant’s Share of Operating Expenses**. Section 3.2 of the Lease shall be amended to provide that Tenant’s 2025 share of Operating Expenses, as a flat monthly amount, shall be \$1111.25 (the “Operating Expenses”). The Operating Expenses shall be adjusted annually during the Term.
4. **No Defaults**. Each of Landlord and Tenant acknowledges and affirms that as of the date of this Amendment, neither Landlord nor Tenant, respectively, is in default under any of the terms, covenants, conditions or provisions of the Lease.
5. **Authority**. Tenant, in the event that it is not an individual, hereby covenants and warrants that the person executing this Amendment on behalf of Tenant is duly authorized by Tenant to sign and execute this Amendment on its behalf, and this Amendment is a valid and binding obligation of Tenant, enforceable in accordance with its terms
6. **Counterparts and Execution**. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

7. Except as specifically modified by this Amendment, all of the terms, covenants and conditions of the Lease shall remain in full force and effect and shall be binding on the parties hereto, their successors and assigns. Capitalized terms not herein defined shall have the meaning as set forth in the Lease. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have placed their hands as of the day and year first above written.

WITNESS:

LANDLORD:

Hallwood Plaza LLC

By _____
Name: Morris Shasho
Title: Managing Member

WITNESS:

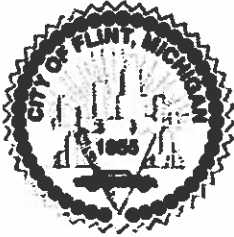
TENANT:

City of Flint

By: _____
Name: _____
Title: _____

Approved as to Form

By: _____



RESOLUTION NO.:

240457-T

PRESENTED:

10-9-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF \$50,000 IN ARPA FUNDS TO UNDUE MEDICAL DEBT

BY THE CITY ADMINISTRATOR:

Whereas, in 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023; and

Whereas, UNDUE Medical Debt (Undue) is a 501(c)(3) national nonprofit whose purpose is to abolish financially burdensome medical debt around the United States; and

Whereas, since being founded in 2014 Undue has erased over \$12 billion of medical debt for over 7 million families; and

Whereas, Undue abolishes medical debt for people earning at or below 400% of the federal poverty level or if the medical debt is more than 5% of the household income; and

Whereas, Undue purchases qualifying medical debt for pennies on the dollar and informs patients that they are free and clear of medical debts with no tax burden; and

Whereas, City Administration recommends reallocating \$50,000 of ARPA funds, previously obligated for revenue replacement, to Undue Medical Debt; and

Whereas, Undue with leverage these dollars with other philanthropic dollars to abolish medical debt for eligible Flint residents; and

Reallocated funds will be moved from Acct #101-287.000-963.000 follows:

Account	Description	Amount
101-612.013-801.000	UNDUE Medical Debt	\$50,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-612.013-801.000 to UNDUE Medical Debt in the amount of \$50,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

For the City:

CLYDE D EDWARDS / A0320

CLYDE D EDWARDS / A0320 (Oct 3, 2024 13:34 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

JK

Joseph Kuptz (Oct 3, 2024 12:21 EDT)

Joseph Kuptz , City Attorney

Approved as to Finance:

Phillip Moore

Phillip Moore (Oct 3, 2024 13:12 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PREPARED BY: Seamus Bannon

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

UNDUE Medical Debt is a 501(c)(3) national nonprofit whose purpose is to abolish financially burdensome medical debt around the United States. Since being founded in 2014 UNDUE Medical Debt has erased over \$12 billion of medical debt for over 7 million families. Undue abolishes medical debt for people earning at or below 400% of the federal poverty level or if the medical debt is more than 5% of the household income. Undue purchases qualifying medical debt for pennies on the dollar and informs patients that they are free and clear of medical debts with no tax burden. Undue will leverage these dollars with other philanthropic dollars to abolish medical debt for eligible Flint residents. To date medical debt relief contracts have been established with the following government jurisdictions:

Cook County, Illinois	(\$12 million)
Toledo, Ohio	(\$800,000)
Lucas County, Ohio	(\$800,000)
New Orleans, Louisiana	(\$1.3 million)
Cleveland, Ohio	(\$1.9 million)
Washington, D.C.	(\$1 million)
Akron, Ohio	(\$500,000)
Oakland County, Michigan	(\$2 million)
State of Arizona	(\$20 million)
State of New Jersey	(\$8 million)
State of Connecticut	(\$6.5 million)
Cincinnati, Ohio	(\$1.45 million)
St. Paul, MN	(\$1.1 million)
Orange County, FL	(\$4.5 million)

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES



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N/A

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

Undue Medical Debt offers significant potential benefits to Flint residents struggling with medical debt. By purchasing debt for pennies on the dollar, Undue can eliminate the financial burden for those who qualify, freeing up their limited resources for necessities like housing, food, and transportation. This can lead to improved mental and physical health by reducing stress and anxiety associated with overwhelming debt. Additionally, eliminating medical debt can help individuals rebuild their credit and access future financial opportunities. For the city of Flint, Undue's work could mean a healthier and more financially stable population, contributing to overall economic growth and well-being. By removing the crushing weight of medical debt, residents may experience renewed hope and the ability to participate more fully in their community. This initiative could also lessen the strain on local social services that often assist those struggling with medical debt.

Section IV: FINANCIAL IMPLICATIONS:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;" City Administration recommends reallocating \$50,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Undue Medical Debt

Account	Description	Amount
101-612.013-801.000	Undue Medical Debt	\$50,000



CITY OF FLINT
STAFF REVIEW FORM

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PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*:

STAFF RECOMMENDATION: *(PLEASE SELECT)*: APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

Seamus Bannon

Grants Management Officer
(Name, Title)



240449-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION TO UTILIZE ARPA FUNDS FOR MENTAL HEALTH SERVICES SUPPORT TO INVOLVED DAD FOR \$36,000.00

WHEREAS, The City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be utilized by the City for defined purposes. In 2023, the City of Flint obligated all of ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement”; and

WHEREAS, Flint City Council recommends reallocating \$36,000.00 in ARPA funding, previously obligated for revenue replacement, for InvolvedDad for Mental Health and Services Support; and

WHEREAS, InvolvedDad has utilized its resources to assist the citizenry of the City of Flint by providing fatherhood courses, domestic violence classes, therapeutic sessions, and helping to create a safer and more supportive family environment; therefore

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
101-612.005-801.000	Mental Health Referrals and Services Support	\$36,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

For the City:

CLYDE D EDWARDS / A0316

CLYDE D EDWARDS / A0316 (Oct 1, 2024 13:30 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

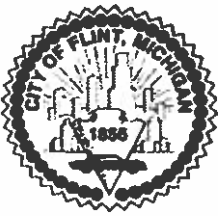
JK
Joseph Kuptz (Oct 1, 2024 12:25 EDT)

Joseph Kuptz, Acting City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Oct 1, 2024 12:40 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 23, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE ARPA FUNDS FOR MENTAL HEALTH SERVICES SUPPORT TO INVOLVEDDAD FOR \$36,000.00

PREPARED BY: Nicholas Byard

VENDOR NAME: InvolvedDad

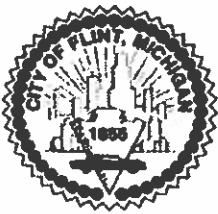
Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

As a fatherhood organization, InvolvedDad sees it as their responsibility to educate men/fathers about the harmful thinking and behaviors that negatively affect women and children. InvolvedDad has utilized its resources to assist the citizenry of the City of Flint by providing fatherhood courses, domestic violence classes, therapeutic sessions, and helping to create a safer and more supportive family environment.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

No known previous allocations for this project.



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Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

One of InvolvedDad's priorities is to provide additional support and therapeutic services to men who cause harm. As a fatherhood agency, they are deeply committed to family reunification, with a strong focus on restoring relationships between fathers, father figures, and their children. Through their holistic approach, they engage in conversations with mothers, female caregivers, and the courts. These discussions have revealed that many mothers leave these abusive men due to harmful living conditions. InvolvedDad attempts to reunify these families in a way that's healthy and supportive for both the parents and the children.

InvolvedDad's mission of cultivating a strong family unit is both beneficial to the community and to the City.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
ARPA	Professional Services	101-612.005-801.000	General Fund	\$36,000.00
			FY25 GRAND TOTAL	\$36,000.00

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$36,000.00

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): None



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PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* Date: 09/20/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: *Emily Doerr*
Emily Doerr (Oct 1, 2024 12:18 EDT)
(Name, Title)