

## LEASE

(1) THIS LEASE is made this 7<sup>th</sup> day of December, 2011, by and between the **City of Pontiac, a Michigan Municipal Corporation**, whose address is 47450 Woodward Avenue Pontiac, MI 48342, as "LANDLORD, and **Martin Baseball Group, LLC** whose address is 277 Summit Drive, Waterford, Michigan, as "TENANT".

(2) **Description.** In consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, including Landlord's Work/Tenant Improvements (see paragraphs 4, 30), Landlord does hereby lease to Tenant the facility described as follows: The southernmost lighted Baseball Field located at Jaycee Park, 440 E. Walton, Pontiac Michigan, including all amenities associated with the field, including bleachers, press box, dugouts, storage unit, irrigation, and the practice field east of outfield adjacent to Joslyn Road (Exhibit A), which shall be known as Jaycee Park Baseball Field (the "Leased Premises"), in the City of Pontiac, Michigan 48342. The Tenant shall also have use of, but no authority over the adjacent parking lot and restrooms if applicable. The Baseball Field in which the Leased Premises is located is referred to hereafter as the "Facility."

(3) **Term.** The term of this Lease shall commence on December 7, 2011 and terminate on December 7, 2016, a term of 60 months.

(4) **Base Rent.** The Tenant shall pay Landlord for use of the facility One Dollar (\$1.00) per year for the entire term of the Lease payable on December 1 of each year of the Lease at the Executive offices located in Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342.

In addition, the TENANT is required to maintain and make certain capital improvements to the Facility in the amount not less than \$25,000 per year over the 5 year lease term. All capital improvements made by the TENANT will become the property of the LANDLORD free and clear of any demand, lien, claim or other encumbrance upon the expiration or earlier termination of the Lease.

Tenant shall be responsible for capital improvements and maintenance to the facility, to be made at the sole expense of Tenant. Improvements include but are not limited to the following.

- Infield & Outfield Improvements- restore the playing surface to professional quality
- Restore field lighting, press box, dugouts, and fencing to league standards
- Seasonal Maintenance including but not limited to mowing, fertilizer, weed control, irrigation maintenance, and field preparation.
- Maintain a clean and safe environment within the Baseball complex.

Tenant shall also be responsible for programming of the facility for Public and Private use as follows:

- Manage, coordinate and promote area youth baseball leagues open to public participation.
- Coordinate use of Facility with area High Schools and Class A leagues open to public participation.
- Coordinate use of the facility for special events open to the public such as "All Star" games, Tournaments, fundraisers, and community events.

(5) **Security Deposit.** Upon signing of the lease, Tenant shall also pay Landlord a security deposit in the amount of **\$5,000.00** to secure Tenant's obligations under that Lease. This security deposit shall not bear interest. Landlord shall have the right (but not the obligation) to apply all or any part of the security deposit toward any amount Tenant has failed to pay hereunder on a timely basis.

(6) **Insurance and Indemnification.** Tenant shall indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the Facility (i.e., including, but not limited to, the field, bleachers, press box, dugouts, storage units, practice fields, adjacent parking area and other areas adjacent to the field) arising out of Tenant's use, operation, management, possession, or control of the Facility or any act or omission of Tenant, his agents, employees, contractors, invitees, licensees, or trespassers. Tenant shall defend Landlord, with counsel of Landlord's choice, for any lawsuits, claims, liabilities, damages, losses, costs, expenses, demands, assertions of liability, proceedings and expenses, and judgments of any nature whatsoever, including, but not limited to, those for personal injuries, including death, negligence, intentional torts or property damage. Throughout the term of the Lease, Tenant shall procure and keep in effect for the benefit of Landlord, fire and extended coverage insurance on the Leased Premises in amounts and with companies acceptable to Landlord. Tenant will also procure and keep in effect during the term of the Lease public liability and property damage insurance for the benefit of Landlord in the sum of \$1,000,000.00 for damages resulting to one person and \$1,000,000.00 for damages resulting from one casualty, and \$1,000,000.00 property damage insurance resulting from any one occurrence. All such policies shall be in such form and with insurance companies as shall be satisfactory to Landlord with a provision for at least thirty (30) days advance written notice to Landlord in the event of cancellation. At least twenty (20) days prior to the expiration of any such policy, Tenant shall deliver a substitute therefor with evidence of payment of the premiums therefore. Upon Tenant's failure to do so, Landlord may at his option obtain such insurance and charge the cost thereof to Tenant as additional rent.

(7) **Utilities.** Tenant shall be responsible for 60% of the water and electricity usage as may be required. Owner shall invoice Tenant quarterly starting in March 15th of each year, and ending November 15th of each year. (March-May, June-August, and Sept-Nov). No service shall be invoiced for the months of December-February. Tenant shall pay such billings on a timely basis as is customary with such service payments. Landlord shall not be responsible for any interruption of any such utilities or other services due to causes beyond the Landlord's reasonable control or for interruptions in connection with the making of repairs or improvements to the leased premises or the Facility, nor shall such interruption be deemed an actual or a constructive eviction or partial eviction or result in an abatement of rental.

(8) **Maintenance of Exterior.** Tenant agrees to keep in good order and repair, all out buildings, including roofs, doors, and gates within the facility and all out door amenities including bleachers, benches, netting, fencing, etc., at the TENANT's expense and the TENANT shall obtain any permits that may be require by any governmental agency/entity.

(9) **Maintenance of Leased Premises.** Except as provided in Paragraph (8) hereof, Tenant covenants and agrees that he will, at his own expense, during the term of this Lease, keep the Facility and every part thereof, in good repair and in a reasonable state of cleanliness and at the expiration of the term, yield and deliver up the same in like or better condition as when taken, reasonable use and wear thereof and damage by the elements excepted. It is further agreed that in the event Tenant shall not comply with these provisions, Landlord may enter upon the Facility and maintain same and charge the cost of the same to Tenant as additional rent. Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County, State and Federal authorities affecting the Facility hereby leased and the cleanliness, safety, occupation and use of same. Tenant shall not make any alterations, additions or improvements to the Facility without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the Facility, except movable fixtures and equipment installed at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the Facility at the termination of this Lease, without molestation or injury.

Tenant shall (i) pay before delinquency all costs and expenses of work done or caused to be done by Tenant in the Facility; (ii) keep the title to the Facility and every part thereof free and clear of any lien or any encumbrance in respect of such work; and (iii) indemnify and hold harmless Landlord against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services or labor for such work.

Tenant shall immediately notify Landlord of any lien, claim of lien or other action of which Tenant has or reasonably should have knowledge which affects the title to the Facility or any part thereof and Tenant shall cause the same to be removed within ten (10) days of notice thereof to Tenant. If Tenant shall fail to remove same within said time period, Landlord may take such action as Landlord deems necessary to remove the same and costs and expenses incurred by Landlord in connection with such lien, claim of lien or action shall be paid to Landlord by Tenant as soon as a bill is

presented to Tenant and Landlord shall have all remedies provided in this Lease in the event of Tenant's failure to pay. Notwithstanding the foregoing, if Tenant shall desire to contest any lien or claim of lien, Tenant shall have the right to do so by putting up a surety bond in the amount of one hundred fifty percent (150%) of the lien by claim as obligee, which surety company and bond shall be in form and substance satisfactory to the Landlord.

(10) **Use and Occupancy.** It is understood and agreed between parties hereto that during the term of this Lease, the Facility shall be used and occupied for recreational and training purposes and related services and for no other purposes without the written consent of Landlord, and that Tenant will not use the Leased Premises for any purpose in violation of any law, municipal ordinance or regulation.

(11) **Eminent Domain.** If the whole or any substantial part of the Leased Premises shall be taken through the power of eminent domain, this Lease will terminate as of the date of title vesting in the condemning authority. If a lesser portion of the Facility shall be taken through the power of eminent domain, Landlord shall restore the portion that remains, excluding Tenant's improvements, to satisfactory tenantable condition and the rent shall thereafter be reduced in the proportion that the number of square feet taken bears to the total square feet in the Leased Premises before the taking. If the Facility is wholly or partially condemned, Landlord will be entitled to the entire condemnation award, other than any award that may be separately awarded to Tenant by the condemning authority for relocation costs.

(12) **Hazardous Materials.** Tenant shall not cause or permit any Hazardous Material (as defined herein) to be released, brought upon, stored, produced, emitted, disposed of or used upon, about or beneath the Facility by Tenant, its agents, employees contractors or invitees except Tenant shall be permitted to keep on the Premises reasonable landscape supplies, fertilizer, and herbicides used or useable by Tenant in connection with the normal operation of its business, provided that all such materials shall be used, stored, maintained and disposed of in compliance with all federal and local statutes, ordinances, rules and regulations governing same.

- (i) Tenant shall indemnify, defend, and hold Landlord harmless including all elected and appointed officials, officers, employees and volunteers, all boards, commissions and authorities and including board members, employees and volunteers from and against any and all Environmental Damages which arises from (a) the presence upon, about or beneath the Facility and Development of any "Hazardous Materials" (as defined in this Lease) or of any chemical substance requiring remediation under any federal, state or local statute, regulation, ordinance or policy, if such hazardous material was released, brought upon, stored, produced or disposed of in, on or under the Facility by Tenant, its agents, employees, contractors or invitees; or (b) the breach of any of the provisions of this Lease. For the purpose of this Lease "Environmental Damages" shall mean; (a) all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in the value of the Development or the building, damages for the loss of or restriction on use of rentable or useable space or any amenity of the Development.); (b) all sums paid for settlement of claims, attorneys fees, consultant's fees and expert's fees; and (c) all cost incurred by Landlord following written notice to Tenant and failure of Tenant to properly investigate and remediate any such contamination or Hazardous Materials in connection with investigation of Hazardous Material (as defined herein) necessary as a result of Tenant's actions, the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision necessary for Landlord to make full economic use of the Development, or otherwise required under this Lease. Tenant's obligations under this section shall survive the expiration of this Lease for a period of five (5) years.
- (ii) Notwithstanding any other obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision or necessary for Landlord to make full economic use of the Premises and the Development, which requirements or necessity arise from the presence upon, about or beneath the Premises and the Development of any Hazardous

Materials (as defined in this Lease) if such Hazardous Material was released, brought upon, stored, procured, emitted, disposed of or used upon, about or beneath the Premises by Tenant, its agents, employees, contractors or invitees, or the Presence of such Hazardous Materials resulted from the acts or omissions of Tenant, its agents, employees, contractors or invitees, or as a result of the acts or omissions of any agent, employee, contractor or invitee, or any permitted subtenant or assignee of Tenant. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises or the Development, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant shall take all actions necessary to restore the Premises and the Development to the condition existing prior to the introduction of the Hazardous Material upon, about or beneath the Premises and the Development, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. Tenant shall nevertheless obtain Landlord's approval prior to undertaking any activities required by this Section, which approval shall not be unreasonable withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on the Premises or the Development. The obligations of Tenant pursuant to this Section shall not apply to situations where Hazardous Materials are released, brought upon, stored, produced, emitted, disposed of or used upon, about or beneath the Premises or the Development at a time or times other than during the term of this Lease except where such event occurs as a result of the acts or omissions of Tenant, its agents, employees, contractors or invitees or as a result of the acts or omissions of any agent, employee, contractor or invitee of any permitted sublessee or assignee of Tenant. Tenant's obligations under this Section shall survive the expiration of this Lease for a period of three (3) years.

"Hazardous Materials" means any material or substance: (a) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and amendments thereto and regulations promulgated thereunder; (b) containing gasoline, oil, diesel fuel or other petroleum products; (c) defined as a "hazardous waste" pursuant to the federal Resource Conservation and Recovery Act. (42 U.S.C. Section 6901 et seq.) and amendments thereto and regulations promulgated thereunder; (d) regulated under the Michigan Hazardous Waste Management Act MCLA 299.501 et seq.; (e) containing polychlorinated biphenyl's (PCBs); (v) containing asbestos; (f) radioactive; (g) biological or (h) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy or which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state or local statute, regulation or ordinance and any toxic, explosive, corrosive or otherwise hazardous substance, material or waste which is or become regulated by federal, state or local governmental authority, or causes a nuisance upon or waste to the Premises or the development.

(13) **Occupancy/Zoning Compliance Permits.** Upon execution of this Lease, Tenant shall, if applicable, apply to the appropriate municipality for any required re-occupancy and/or zoning compliance permits. In the event that it shall be necessary to make any repairs or improvements in order to obtain any required permit(s), Landlord shall be responsible for the cost of such repair or improvement, unless necessitated by Tenant's use of the Leased Premises, in which case, Tenant shall be solely responsible for the cost of same.

(14) **Care of Landscaped/Parking Areas.** Tenant shall maintain in good condition and order all parking areas, drives, streets, and landscaped areas and path ways, including the maintenance of ground services, exterior trash and debris removal and lighting, and shall keep such areas clean and free from rubbish within reasonable time.

(15) **Condition of Leased Premises at Time of Lease.** Tenant further acknowledges that he has examined the Facility prior to entering into this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or his agent, which are not herein expressed, and Tenant hereby accepts the Facility in their present condition ("as is") at the date of the execution of this Lease.

(16) **Assignment/Subletting.** Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Facility or any part thereof without the written consent of Landlord.

(17) **Estoppel Certificate.** Tenant from time-to-time shall, upon request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified), the dates to which rent and other charges have been paid; that Landlord is not in default hereunder (or specifying the nature of any default(s) Tenant claims to exist at the time of such certification), and such other matters pertaining to this Lease and Tenant's occupancy of the Facility as Landlord may request, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by Landlord, a prospective purchaser of Landlord's interest, or mortgagee.

(18) **Access to Facility.** Landlord shall have the right to enter upon the Facility at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary he may demand that Tenant make the same and if Tenant refuses or neglects forthwith to commence such repairs and complete the same within fifteen (15) days of Landlord's demand, Landlord may at his option make or cause to be made such repairs and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof, and if Landlord makes or causes to be made such repairs, the cost thereof shall be paid by Tenant as additional rent.

(19) **Landlord's Right to Cure.** If Tenant shall default in any payment or expenditure required to be paid or expended by Tenant, or default in any other obligation of Tenant under the terms of this Lease, Landlord may at its option make such payment or expenditure, or perform Tenant's obligations under this Lease, in which event the payments or expenditures made by Landlord, and the costs and expenses of such performances incurred by Landlord shall be payable as additional rent to Landlord by Tenant on any day following Tenant's default, together with interest at the default rate set forth in Paragraph (7) hereof, from the date of such payment or expenditure or incurring of such costs and expenses by Landlord, and on default in such payment Landlord shall have the same remedies as on default in payment of rent.

(20) **Tenant's Default.** The occurrence of any one or more of the following events shall be default under and material breach of this Lease by Tenant:

a. If Tenant shall fail to pay any installment of base rent, additional rent, or any portion thereof, or any other amounts due and payable under the terms of this Lease, when the same shall be due and payable;

b. If Tenant fails to make the minimum yearly capital improvements or fails to achieve any of the objectives set forth in paragraph 4 or anywhere else in this lease;

c. If Tenant shall fail to comply with any other provision of this Lease and Tenant shall have failed to cure such failure within fifteen (15) days after the sending of written notice from Landlord of such noncompliance. In the case of a failure which cannot with due diligence be cured within a period of fifteen (15) days, Tenant shall have such additional time to cure same as may reasonably be necessary, provided Tenant commences curing such failure within the fifteen (15) day period and proceeds promptly, effectively, continuously and with due diligence to cure such failure after receipt of said notice);

d. If any proceedings are commenced by or against Tenant for the purpose of subjection of the assets of Tenant to any claims relating to bankruptcy or insolvency or for an appointment of a receiver for Tenant or Tenant's assets; or

e. If Tenant shall do or permit to be done anything which creates a lien upon the Leased Premises.

Upon the occurrence of any event of default set forth in this paragraph, or elsewhere in this Lease, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

1. Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Facility to Landlord; (ii) Landlord may re-enter the facility and dispossess Tenant or any other occupants of the Facility by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Lease term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this paragraph shall survive the termination of this Lease; or

2. Landlord may, without terminating this Lease, re-enter the Facility and re-let all or any part of the Facility for a term different from that which would otherwise have constituted the balance of the Lease term and for rent and on any terms and conditions acceptable to Landlord in its sole discretion, including terms and conditions substantially different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent re-letting of the Facility, for the period which would otherwise have constituted the balance of the Lease term, together with all of Landlord's reasonable costs and expenses for re-letting the Facility, including any real estate commissions and the cost of all repairs and tenant finish improvements. Taking possession of the Facility by Landlord pursuant to this subsection shall not be construed as an election to terminate this Lease unless written notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant default, Landlord may at any time alter such reletting elect to terminate this Lease for such default.

In addition to the foregoing, Landlord may also sue for injunctive relief or to recover damages for any loss resulting from the breach.

(21) **Remedies Not Exclusive.** It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

(22) **Waiver.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

(23) **Waiver of Subrogation.** Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way or subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agree that their policies will include such a clause or endorsement so long as the same shall be obtainable.

(24) **Delay of Possession.** It is understood that if Tenant shall be unable to enter into and occupy the Leased Premises at the time above provided, by reason of the Facility not being ready for occupancy, or by reason of the holding over of any previous occupant of the Facility, or as a result of any cause or reason beyond the direct control of Landlord, Landlord shall not be liable in damages to Tenant therefore, but during the period Tenant shall be unable to occupy the Facility as hereinbefore provided, the rental therefore shall be abated and Landlord is to be the sole judge as to when the Facility is ready for occupancy.

(25) **Notices.** Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known Post Office address

or at the Facility and deposited in the mail with postage prepaid and if such notice to Landlord is in writing addressed to the last known Post Office address of Landlord and deposited in the mail with postage prepaid.

(26) **Gender.** It is agreed that in this Lease the word 'he' shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their"

(27) **Covenants.** The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(28) **Holding Over.** It is hereby agreed that in the event Tenant shall hold over after the termination of this Lease, thereafter the tenancy shall be from month to month, subject to all the provisions of the Lease in effect on the day before the expiration of the tenancy, except for those relating to the term and except that the base rent shall be \$5,000.00 per month due on the last day of each month or part thereof where Tenant holds over, without prejudice to any claim for damages or otherwise which Landlord may have against Tenant for failure to vacate the Leased Premises at the expiration of the term.

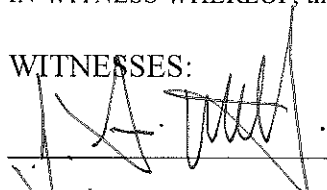
(29) **Advertising Display.** It is further agreed that all signs and advertising displayed in and about the Leased Premises shall be only to advertise the business carried on upon the Leased Premises, and that Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by Landlord.

(30) **Landlord's Work/Tenant's Improvements.** Landlord will provide Tenant the Facility, as is and makes no representations regarding the condition of the Facility. Furthermore, Landlord shall not be responsible for any cost associated with the agreed upon Tenant Improvements. Landlord and Tenant shall approve renovation work plan which will be affixed to and become a part of this Lease. By occupying the Premises, Tenant will be deemed to have accepted the Premises and acknowledged that they are in the condition contracted for in this Lease. Tenant acknowledges that Landlord has made no representation regarding the sufficiency of the Tenant Improvements for the use and purpose of Tenant under this Lease.

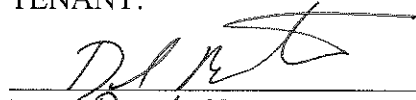
REMAINDER OF PAGE LEFT INTENTIONALLY BLANK TO SIGNATURE PAGE FOLLOWING.

IN WITNESS WHEREOF, the parties have executed this Lease as of the \_\_\_\_ day of December, 2011.

WITNESSES:

  
\_\_\_\_\_  
J. TRAVIS MINCEK

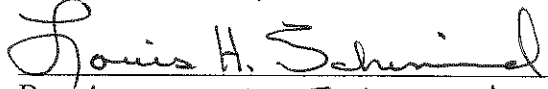
TENANT:

  
\_\_\_\_\_  
By: David Martin  
Its: President, Martin Baseball LLC

By:  
Its:

LANDLORD: City of Pontiac

  
\_\_\_\_\_

  
\_\_\_\_\_  
By: Louis H. Schimmel  
Its: Emergency Manager



## **FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into as of the 3<sup>rd</sup> day of ~~April~~ <sup>May</sup>, 2013, between THE CITY OF PONTIAC, a Michigan Municipal Corporation, whose address is 47450 Woodward Avenue, Pontiac, MI 48342 ("Landlord") and MARTIN BASEBALL GROUP, LLC, a Michigan corporation whose address is 277 Summit Drive, Waterford, Michigan ("Tenant").

### **RECITALS**

**WHEREAS**, Landlord and Tenant executed a Lease Agreement dated December 7, 2011 ("Lease"), for the rental of the southernmost lighted baseball field located at Jaycee Park, 440 E. Walton, Pontiac, Michigan, including all amenities associated with the field, including bleachers, press box, dugouts, storage units, irrigation, and the practice field east of outfield adjacent to Joslyn Road, which shall be known as Jaycee Park Baseball Field ("Property").

**WHEREAS**, the parties wish to extend the term of the Lease from 60 months to 120 months with a new termination date of December 7, 2021.

**WHEREAS**, the parties wish to keep all other terms and conditions of the original Lease intact, except as provided below.

### **AMENDMENT**

**NOW, THEREFORE**, the Landlord and Tenant hereby agree that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following modifications are hereby made to the Lease:

1. Section (3) of the Lease is deleted.
2. Section (3) of the Lease will be replaced by the following: "**Term.** The term of this Lease shall commence on December 7, 2011 and terminate on December 7, 2021, a term of 120 months."

Except as modified by this Amendment, all other provisions of the Lease remain in full force and effect. In the event of a conflict between the provisions of the Lease and this Amendment, the Amendment shall control.

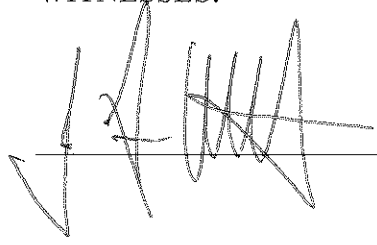
**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**FILE COPY**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 3<sup>RD</sup> day of ~~April~~, 2013.

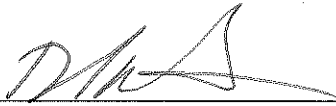
May

WITNESSES:




---

TENANT:



---

David Martin



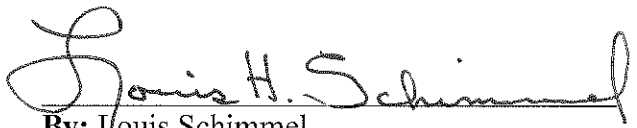
---

Martin Baseball Group, LLC  
By: David Martin  
Its: President

LANDLORD: City of Pontiac



---



---

By: Louis Schimmel  
Its: Emergency Manager