

## **AMENDMENT TO NO. 2 TO LEASE AGREEMENT**

**No. LA-20-12520**

Pewabic Society Lease Agreement for 9900 East Jefferson –  
WWP Fire Station

This Amendment No.2 to Lease Agreement (“Amendment”) is entered into and made effective February 1, 2020, by and between the Pewabic Society, Inc. (“Lessee”) with offices located at 10125 East Jefferson, Detroit, Michigan 48214 and the City of Detroit Water and Sewerage Department (“Lessor”), located at 735 Randolph, Detroit, Michigan 48226.

### **RECITALS**

Lessor and Lessee entered into a certain lease agreement dated August 12, 1987 ("Lease") for the use and occupancy of certain space located at 9900 East Jefferson, Detroit, Michigan 48214;

It is the mutual desire of the parties to extend the Lease Term and modify the Lease Rent payment terms and

In consideration of the foregoing and the benefits to accrue to the parties from this Amendment

Lessor and Lessee agree to amend the Lease as follows:

#### **Article 1.02 (a) of the Lease is deleted in its entirety and replaced with the following:**

1.02(a) The Amendment Lease Term shall be for five (5) years beginning February 1, 2020 through January 31, 2025 ("Termination Date"). The Lease may be renewed for one (1) additional term of no longer than five (5) years. If Lessee wishes to renew the Lease for an additional term, then Lessee shall notify Lessor in writing no less than 120 days prior to the Termination Date. Any renewal shall be at the sole discretion of Lessor.

#### **Article 2.01 of the Lease is deleted in its entirety and replaced with the following:**

2.01 Effective February 1, 2020 Lessee shall pay to the Lessor as Rent for the Premises during the Amendment Lease Term the sum of Forty-Five Thousand Three Hundred and 00/100 Dollars (\$45,300.00) payable in monthly installments as follows:

February 1, 2020 through January 31, 2021. Six Hundred Ninety-Nine and 00/100 Dollars (\$699.00)

February 1, 2021 through January 31, 2022. Seven Hundred Twenty-Six and 00/100 Dollars (\$726.00)

February 1, 2022 through January 31, 2023. Seven Hundred Fifty-Four and 00/100 Dollars (\$754.00)

February 1, 2023 through January 31, 2024. Seven Hundred Eighty-Three and 00/100 Dollars (\$783.00)

February 1, 2024 through January 31, 2025 Eight Hundred Thirteen and 00/100 Dollars

(\$813.00)

**Article 6 01 of the Lease is deleted in its entirety and replaced with the following:**

6.01 The Lessee shall maintain general liability insurance against claims for bodily injury, death, or property damage in the amount of at least \$2,000,000.00 per occurrence and \$2,000,000.00 general aggregate. If during the Lease Term, changed conditions or other pertinent factors should, in the reasonable judgment of Lessor, render inadequate the insurance limit referred to above, Lessee will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at Lessee's expense under valid and enforceable policies issued by insurers of recognized responsibility which are qualified to do business in the State or Michigan, are well rated by national rating organizations and are acceptable to the Lessor. Such policies shall name the Lessee as the insured and the City of Detroit, a municipal corporation of the State of Michigan and all other associated, affiliated, allied, subsidiary entities now existing or hereafter created as their respective interest may appear as an additional insured, and shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least 30 days' prior notice to Lessor. Lessee shall deliver originals or duplicate originals of such policies to Lessor at 735 Randolph. Room 701, Detroit, Michigan 48226, prior to commencement of the Lease Term and similar replacement expiration dates of expiring policies.

In addition to the above: policy limit requirements, each general liability insurance policy shall include the following: (1) a cross-liability endorsement stating: "It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects to any claim, suit or judgment made or brought by or for any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except, nothing contained herein shall operate to increase the insurer's liability beyond the amount or amounts of which the insurer would have been liable had only one (1) insurer been named", and (2) the policy shall include a breach of warranty clause which will prevent nullification of coverage in case the Lessee should breach a condition of the policy.

**A new Section 19.18 shall be added to the Lease as follows:**

19.18 Lessor shall be permitted to assign this Lease to any successor in interest without the prior consent of the Lessee. As, soon as practicable thereafter, Lessor shall provide written notice to Lessee of the assignment.

**All other terms and conditions of the Lease remain unchanged and in full force and effect.**

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[Signature page follows]

IN WITNESS WHEREOF: Lessor and Lessee by and through their duly authorized officers and representatives have executed this Amendment.

**Pewabic Society Inc.:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**City of Detroit:**

By: \_\_\_\_\_  
Gary Brown  
Director, Detroit Water and Sewerage Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM BY:

\_\_\_\_\_  
DWSD General Counsel