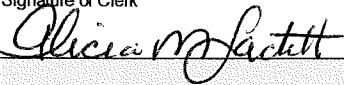


## Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit 7-28-17
STC Use Only	
Application Number	Date Received by STC

### APPLICANT INFORMATION

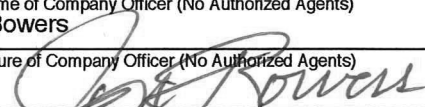
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Bowers Aluminum Company		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3471													
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1401 Shiga Drive, Battle Creek Mi. 49037		1d. City/Township/Village (indicate which) City of Battle Creek	1e. County Calhoun												
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Battle Creek      3b. School Code 13020													
4. Amount of years requested for exemption (1-12 Years) 12yrs. from completion of project.															
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.  Full Circle Partners will build and lease (20yr) to Bowers Aluminum Company a 68,850 Sq/Ft. facility to be used for Anodizing aluminum products. Initial cost of new equipment is approximately \$5,100,000.															
6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		2,420,000. Real Property Costs													
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total		Personal Property Costs 2,420,000													
6c. Total Project Costs ..... * Round Costs to Nearest Dollar		Total of Real & Personal Costs													
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC. <table border="0" style="width:100%"><tr><td></td><td><u>Begin Date (M/D/Y)</u></td><td><u>End Date (M/D/Y)</u></td><td></td></tr><tr><td>Real Property Improvements</td><td>9-18-17</td><td>9-17-18</td><td><input type="checkbox"/> Owned    <input checked="" type="checkbox"/> Leased</td></tr><tr><td>Personal Property Improvements</td><td></td><td></td><td><input type="checkbox"/> Owned    <input type="checkbox"/> Leased</td></tr></table>					<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>		Real Property Improvements	9-18-17	9-17-18	<input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased	Personal Property Improvements			<input type="checkbox"/> Owned <input type="checkbox"/> Leased
	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>													
Real Property Improvements	9-18-17	9-17-18	<input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased												
Personal Property Improvements			<input type="checkbox"/> Owned <input type="checkbox"/> Leased												
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
9. No. of existing jobs at this facility that will be retained as a result of this project. New Facility		10. No. of new jobs at this facility expected to create within 2 years of completion. 50													
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. a. TV of Real Property (excluding land) ..... b. TV of Personal Property (excluding inventory) ..... c. Total TV .....															
12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District															
12b. Date district was established by local government unit (contact local unit) 11-25-75		12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Jon Bowers	13b. Telephone Number 269-251-8625	13c. Fax Number N/A	13d. E-mail Address jbowersmail@aol.com
14a. Name of Contact Person Jon Bowers	14b. Telephone Number 269-251-8625	14c. Fax Number N/A	14d. E-mail Address jbowersmail@aol.com
▶ 15a. Name of Company Officer (No Authorized Agents) Jon Bowers			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number N/A	15d. Date 7-27-17
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 10956 N. Interlaken, Richland Mi. 49083		15f. Telephone Number 269-251-8625	15g. E-mail Address jbowersmail@aol.com

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.			
16c. LUCI Code		16d. School Code	
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

### INDUSTRIAL FACILITIES EXEMPTION AGREEMENT

This Agreement is entered into as required and authorized by Public Act 334 of 1993 and made in connection with an Application for an Industrial Facility Exemption Certificate by the Applicant named below.

This agreement is entered into between the City of Battle Creek, a Michigan municipal corporation, hereinafter "City", whose address is P.O. Box 1717, Battle Creek, MI 49016-1717, and BOWERS ALUMINUM COMPANY

whose address is 1401 SHIGA DR. BATTLE CREEK MI 49037 hereinafter "Applicant".

For and in consideration of the granting of an Industrial Facilities Exemption Certificate pursuant to Public Act 198 of 1974, the parties agree as follows:

1. Commitments made by Applicant in this Agreement are binding on Applicant if and only if the City Approves an Industrial Facilities Exemption Application filed by Applicant on 7-28-17, 2017 ("Application") and the Application is approved and a Tax Exemption Certificate is issued by the Department of Treasury State Tax Commission pursuant to Act 198.
2. Applicant agrees that the facility for which it has filed the above Application is a new facility.
3. Applicant agrees that the facility will be constructed in not more than two assessment years.
4. Applicant represents that the real property improvements represent an investment equal to at least 20% of the current true cash value of the property as determined by the Assessor or more than \$100,000.00
5. Applicant agrees that prior to October of each year and upon reasonable notice at other times, it will supply such information to City as may be necessary for City staff to enable it to prepare a report to the City Commission and State regarding Applicant's compliance with abatement guidelines and the law.
6. Applicant agrees to expend approximately \$2,420,000 (\$                    ) on the improvements that are the subject of the Application named above.
7. Applicant agrees that if the abatement is granted, it will create and hire not less than 50 full-time job equivalent positions not existing as of the date of the Application and not later than 9-17-2020. City recognizes that business conditions, including but not limited to NAFTA, may make it impossible to meet the commitments contained in this paragraph.
8. Applicant agrees that it will retain no less than N/A full-time job equivalent positions as measured from the date of the Application and for as long as the Certificate issued pursuant to the Application is in effect. City recognizes that business conditions, including but not limited to NAFTA, may make it impossible to meet the commitments contained in this paragraph.
9. City agrees that so long as the conditions of this agreement and of the law are fulfilled, it will not seek to revoke the Tax Facility Exemption Certificate issued

by the State of Michigan as a result of the above-mentioned Application during the term of that Certificate.

10. City and Applicant agree that any material violation of this Agreement shall be grounds to revoke the Industrial Facilities Exemption Certificate issued pursuant to this Application and city may pursue such remedies as provided by law.

In addition, Applicant agrees that if it ceases operation of its facility before the expiration of the Certificate granted in reliance of this contract it shall be liable to City as partial liquidated damages the following:

A sum of money equal to the current total annual tax savings of this certificate divided by 12 and multiplied the number of months remaining in the year of closure not counting the month of closure. Said sum payable upon demand of City.

Executed at Battle Creek, Michigan, the dates written below.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Its: City Manager

DATED: 8-4-17

Applicant: 

BY: \_\_\_\_\_

Its: PRES.



PAULA A. YOUNG  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF CALHOUN  
MY COMMISSION EXPIRES Jul 20, 2022  
ACTING IN COUNTY OF

**INDUSTRIAL FACILITIES EXEMPTION**  
**FEE AFFIDAVIT**

STATE OF MICHIGAN )

COUNTY OF CALHOUN )

\_\_\_\_\_ and Jon Bowers

being first duly sworn, depose and say as follows:

1. I am a representative of BOWERS ALUMINUM COMPANY  
Applicant for an Industrial Facilities Exemption Certificate, and make this Affidavit based on my own knowledge.
2. I, \_\_\_\_\_, City Manager of the City of Battle Creek, am an official of the City of Battle Creek and I make this Affidavit based on my own knowledge.
3. The named individuals swear or affirm that no payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised in exchange for favorable consideration of a contemporaneous exemption certificate application.

Further Deponents sayeth not.

WITNESSES:

Samuel White  
[Signature]

Jon Bowers, Applicant  
[Signature]  
BK. PRES.  
ITS:

STATE OF MICHIGAN )

) ss

COUNTY OF CALHOUN )

Subscribed and sworn to before me this 4<sup>th</sup> day of August, 2017.

Paula A. Young  
Notary Public

Calhoun County, Michigan

My Commission Expires: July 20, 2022

PAULA A. YOUNG  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF CALHOUN  
MY COMMISSION EXPIRES Jul 20, 2022  
ACTING IN COUNTY OF



WITNESSES

CITY OF BATTLE CREEK

\_\_\_\_\_

BY:

\_\_\_\_\_  
City Manager

STATE OF MICHIGAN )

) ss

COUNTY OF CALHOUN )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Calhoun County, Michigan

My Commission Expires: \_\_\_\_\_

## LEASE

THIS LEASE is entered into between **Full Circle Partners, LLC**, a Michigan limited liability company, of 10956 Interlaken, Richland, Michigan 49083 (the "Lessor"), and **Bowers Aluminum Co.**, a Michigan corporation, of 10956 Interlaken, Richland, Michigan 49083 (the "Lessee"), upon the terms and conditions stated below.

1. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor the property located in \_\_\_\_\_ Township, Calhoun County, Michigan, for the property known as BOWERS ANODIZING located at 1401 SHIGA DRIVE BATTLE CREEK, MI as described on Exhibit A (the "Premises"). 49037

2. Term. The term of this Lease shall commence upon the issuance of an occupancy permit and end twenty (20) years later.

3. Rent.

(a) Base Rent. Lessee shall pay Lessor as Base Rent for the Premises the sum of Twenty-Two Thousand Dollars (\$22,000.00) per month following the issuance of an occupancy permit. Monthly installments of rent shall be due and payable in advance on the first day of each calendar month. Rent for any partial month of occupancy shall be prorated. Rent payments shall be made to Lessor at its address shown above or any other place designated in writing by Lessor.

(b) The base rent shall be increased annually on the anniversary date to reflect a CPI adjustment. The cost of living adjustment shall be determined by the Consumer Price Index of the Bureau of Labor Statistics, U.S. Department of Labor, all items indexed for all urban consumers.

(c) Payment for Services and Additional Rent. Lessee agrees to be responsible for the payment of all of the utility services for the Premises including water, sewer, gas, electricity, heat and other services delivered to the Premises. All other services contracted for by Lessee shall be paid for by Lessee immediately upon presentation of the invoice so that no past due accounts arise. To the extent Lessee fails to make any payment for services when due, Lessor in its discretion may pay those services and any amount paid by Lessor shall immediately be due and owing to Lessor from Lessee as additional rent.

In addition, any fees, costs or expenses incurred by Lessor and enforcing Lessee's obligations under this Lease, including reasonable attorneys' fees, shall be deemed to be additional rent owing under the Lease, which shall be due and payable immediately by Lessee.

4. Signs. All signs placed on the Premises shall be in keeping with the character and decor of the Premises.

5. Acceptance of Occupancy. Lessee acknowledges the Premises must be in a state of repair acceptable for Lessee's intended use of the Premises. The Lessee will accept the Premises "as is".

6. Vacation of Premises. Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee shall abandon or vacate the Premises, or be disposed by process of law, or otherwise, any personal property belonging to Lessee left upon the Premises shall be deemed to be abandoned by Lessee, at the option of Lessor.

7. Use. The Premises are to be used and occupied by Lessee for operation of a manufacturing facility. No activity shall be conducted on the Premises which does not comply with all state and local laws, ordinances and regulations.

8. Repairs and Maintenance. Lessee shall be responsible for all repairs, maintenance and upkeep of the Premises. The Lessee shall be obligated to repair and maintain the Premises in its current condition, subject to normal wear and tear, at Lessee's expense. Lessee shall keep the Premises in good and safe condition, including any doors, plate glass windows, the foundation, exterior and interior walls, the roof, all other interior portions of the building, the electrical, plumbing and HVAC systems and maintenance of the exterior grounds, sidewalks and parking lot.

9. Surrender of Premises. Lessee shall surrender the Premises to Lessor at the expiration of this Lease, broom clean and in the same condition as at the commencement date, excepting normal wear and tear.

10. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice for the purpose of inspection and repair of the Premises, and will permit Lessor at any time within ninety (90) days prior to the expiration of the Lease to place upon the Premises standard "FOR LEASE" signs and permit persons desiring to lease the Premises to inspect the Premises during that period.

11. Taxes and Assessments. Lessee shall pay all real and personal property taxes and assessments levied and billed against the Premises during the term of this Lease. All taxes levied upon the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.

12. Assignment and Subletting. Lessee may not assign, sublet or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity without the prior

written consent of Lessor. Lessor shall have total discretion as to its approval of proposed assignments or subleases.

13. Trade Fixtures. All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Any damage caused by such removal shall be repaired by Lessee and the Premises shall be restored to its original condition.

14. Insurance. Lessee shall, at its expense: 1) insure the Building in which the Premises is located and all improvements, for the replacement cost of the buildings and improvements, against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils; and 2) maintain in full force general liability and property damage insurance covering any and all claims for injuries to persons occurring in, upon or about the Premises: both such insurance policies to be in an amount and issued by a company approved by the Lessor. The insurance shall also contain a provision exempting Lessor from any loss of coverage as an insured due to the acts of Lessee. Lessee shall deliver to the Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. All policies must further provide for notice by the insurance company to the Lessor of any termination or cancellation of a policy at least ten (10) days in advance of that event. All policies shall name both the Lessee and the Lessor as insured parties and provide a waiver of subrogation against the Lessor for all insured claims.

15. Lessee's Liability. All Lessee's personal property of every kind and description including trade fixtures on the Premises shall be kept at Lessee's sole risk and Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises.

16. Destruction of Premises. In the event the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. If the Premises is partially damaged, rent shall abate in proportion to the loss of use by Lessee during the period of restoration. In the event the Premises are totally destroyed through no fault of Lessee, or if the Premises cannot be repaired and restored within ninety (90) days after the event of destruction, then either party shall have the right to terminate this Lease effective as of the date of the event by giving the other party written notice of termination within thirty (30) calendar days after the occurrence of the event. If the notice is given within that period, this Lease shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. In the event the notice is not given within the required period, this Lease shall continue, without abatement of rent, and Lessor shall repair the Premises.

17. Mutual Releases. The Lessor and the Lessee, and all parties claiming under them, hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises, or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies which cover the Premises waiving subrogation against the other party consistent with the mutual release contained in this paragraph.

18. Indemnity. The Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost or expense (including attorney fees) based upon any claim, demand, suit or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause whatsoever with respect to the Lessee or the Premises, except for liability resulting from the intentional acts or gross negligence of Lessor, its employees, agents, invitees or business visitors.

19. Default and Re-Entry. If Lessee shall neglect or fail to perform its obligation to pay rent when due; or if Lessee shall have neglected or failed to perform any other of the covenants contained herein upon its part to be observed and performed for thirty (30) days after written notice by Lessor of the default; or in the event Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, then Lessor may terminate this Lease, re-enter the Premises and seek compensation for all unpaid rent and other amounts owed by Lessee under the Lease, or re-enter and take possession of the Premises without terminating the Lease and seek to re-let the Premises upon such terms as Lessor shall in its sole discretion deem advisable. Notwithstanding re-entry by Lessor, Lessee shall continue to be liable to Lessor for rent owed under this Lease and for any rent deficiency which may result from a reletting of the Premises during the term of this Lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this Lease for any default by Lessee by giving written notice of the termination to Lessee. Lessee shall reimburse Lessor for all costs incurred by Lessor in curing any default, regaining possession of the Premises, and any costs of preparing the Premises for a new tenant and re-letting the Premises, including any court costs and fees and any attorney's fees or other costs incurred by Lessor in pursuing its remedies under this Lease; which amounts shall become due and owing by Lessee as additional rent immediately upon receipt of notice by Lessee from Lessor that they have been incurred.

In addition to Lessor's other rights and remedies as set forth in this Lease, and without waiving any of those rights, if Lessor deems any repairs necessary which the Lessee is required to make, or if Lessee shall be in default in the performance of any of its obligations under this Lease, Lessor may, upon failure of Lessee to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Lessee for any loss or damage that may occur by

reason of that action, and Lessee agrees that it will immediately upon demand pay to Lessor, as additional rent under this Lease, Lessor's costs for curing.

20. Subordination. This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage or any collateral assignment of this Lease and/or its rents which may be made by Lessor, now or hereafter placed upon the Premises and Lessee agrees to provide Lessor with a customary tenant's estoppel letter at the request of any lien holder with respect to the status of this Lease.

21. Notices. Any notice required under this Lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to such other address as a party may substitute by written notice, and shall be effective as of the date of first attempted delivery.

22. Lessee's Possession and Enjoyment. The Lessee, on payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

23. Holding Over. In the event Lessee does not vacate the Premises at the end of the term specified, the holding over shall constitute a month-to-month tenancy at a monthly rental rate to be set by Lessor in its sole discretion.

24. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and this Agreement may not be amended or modified except by a written document signed by the parties.

25. Waiver. The failure of the Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.



27. Governing Law and Venue. This Agreement shall be interpreted according to the laws and statutes of the state of Michigan and venue for any disputes under this Lease shall be located in Calhoun County, Michigan.

28. Effective Date. This Lease shall be effective as JULY 27, 2017.

**Lessor:**

**Full Circle Partners, LLC**

By: 

Its: MANAGING PARTNER

**Lessee:**

**Bowers Aluminum Co.**

By: 

Its: PRES.