CONSENT TO ASSIGNMENT OF MONTHLY PARKING AGREEMENT

This Consent to Assignment of Monthly Parking Agreement (this "Consent") is made this __ day of May, 2017 by REPUBLIC PARKING SYSTEM, a Tennessee limited liability company ("Republic"), and the ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan municipal corporation (collectively with Republic, the "Operator"), in favor of JACKSON NATIONAL LIFE INSURANCE COMPANY, a Michigan corporation, its successors and/or assigns (collectively, "Lender").

A. Republic and First Martin Corporation, a Michigan corporation ("FMC"), previously entered into 8 Monthly Parking Agreements, collectively held under account 104206, dated between August 1, 2014 and March 1, 2016 (collectively, the "Parking Agreement"), pursuant to which FMC was granted the right to use a total of 54 Standard Monthly parking spaces and 20 Limited/Overnight parking spaces in the parking structure commonly known as the Ann Ashley Structure located at 220 N. Ashley Street, Ann Arbor, Michigan (the "Parking Structure");

B. On or prior to the date hereof, FMC assigned all of its right, title, and interest in and to the Parking Agreement (the "Prior Assignment") to its affiliate, 116-120 W Huron, LLC, a Michigan limited liability company ("Borrower");

C. Lender is contemplating making a loan to Borrower (the "Loan") and as security therefor will require, among other things, a collateral assignment (the "Collateral Assignment") of all of Borrower’s right, title, and interest in and to the Parking Agreement to Lender; and

D. At the request of Borrower and as an inducement for Lender to make the Loan to Borrower, Operator has agreed to enter into this Consent in favor of Lender.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Parking Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Consent to Assignment. The Operator consents to the Prior Assignment and the Collateral Assignment.

2. Notice and Cure. Prior to exercising any rights or remedies under the Parking Agreement with respect to a default by Borrower thereunder (a "Default"), Operator agrees to give Lender, by certified mail (return receipt requested) or reputable national overnight delivery service, a copy of any notice of Default served upon the Borrower (or if no such notice has been served upon Borrower, an independent notice of the asserted Default). Upon receipt of any such notice, Lender may, but shall have no obligation to, elect to cure the Default and for such purpose Lender shall have a period of thirty (30) days from its receipt of the notice of Default within which to cure the Default. Additionally, if within such thirty (30) day period Lender has commenced and is diligently pursuing the remedies necessary to cure the Default then Lender shall be entitled to such additional period of time as is reasonably necessary to cure the Default.
3. **Termination of Parking Agreement.** The Parking Operator can terminate the Parking Agreement for any reason provided in the Parking Agreement.

4. **Further Assignment.** Lender's interest in the Parking Agreement may be assigned or otherwise transferred by Lender and its successors and/or assigns only with the approval of the Parking Operator, which cannot unreasonably be withheld, conditioned, or delayed provided, that a requirement that the assignee must use the property as a hotel shall not be regarded as an unreasonable condition.

5. **Miscellaneous.** Except to the extent modified hereby, all of the terms and conditions of the Parking Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Consent and the terms of the Parking Agreement, the terms of the Parking Agreement shall prevail and control. The provisions of this Consent shall be binding upon each party comprising the Operator and their respective heirs, administrators, successors, personal representatives and assigns and inure to the benefit of the Lender and its successors and/or assigns. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument. Each party and beneficiary of this Consent shall accept a facsimile or digital image of this Consent, as executed, or an electronically transmitted pdf of the originally executed Consent, as a true and correct original and admissible as best evidence for the purposes of state law, Federal Rule of Evidence 1002, and like statutes and regulations. This Consent shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles.

[signature page follows]
In witness whereof the Operator has executed this Consent as of the date first written above.

OPERATOR:

REPUBLIC PARKING SYSTEM,
a Tennessee limited liability company

By: ___________________________
Name: BRIAN KERN
Its: VP

ANN ARBOR DOWNTOWN DEVELOPMENT
AUTHORITY, a Michigan municipal corporation

By: ___________________________
Name: JOSEPH MOREHOUSE
Its: DEPUTY DIRECTOR
MONTHLY PARKING AGREEMENT

Facility: Ann Ashley  
Effective Date: 8/1/2014  
Account #: 104206

Company/Name: First Martin  
Billing Address: 115 Depot  
City: Ann Arbor  
State: MI  
Zip: 48104  
Phone: 734-694-5050  
Email: remitofmca@firstmartin.com

Authorized Representative: Catherine Allen

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Non-refundable setup fee:  
Card qty 11 X $30.00s $330.00 Total Due: $1925.00

Rules of Use
The above captioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above named facility. By virtue of receipt and use, the user agrees to properly manage the access card(s) according to rules established, which may be changed from time to time by Republic Parking System and the Ann Arbor Downtown Development Authority. The authorized signature above hereby affirms their authority as a representative of the above named company to enter agreement and establish a parking account with Republic Parking System. The company agrees to comply with program requirements stated below, which may be changed from time to time under the direction of Republic Parking and the Ann Arbor Downtown Development Authority (DDA). Please read thoroughly and additional notice of liability on bottom of page.

- The access card can be used by only one vehicle at a time.
- Access card(s) account cannot be transferred to other users.
- Access card(s) that are improperly used may be subject to cancellation preventing normal ingress or egress to the facility. A card must be in sequence, once entering the system will only accept exiting the facility or you be prevented from exiting.
- The access card must be affixed to the windshield of the vehicle using it.
- The user(s) also agree to affix an access card permit (decal), issued with the access card, to the lower left corner of the vehicle’s rear window. Vehicles left in the facility for more than three days and DO NOT have the required access card permit may be towed at vehicle’s owner complete expense and liability.
- If it is determined by the parking manager that the access card(s) has been improperly used the holder will be subject to paying a lost ticket fee to exit the facility. Access cards provide use for self-parking; no other services are provided or implied for use under this program.
- The above captioned firm/name is responsible for promptly communicating any changes in writing or email regarding the account status, contact names, addresses, etc., with Republic Parking System.

Terms of Payment
A monthly parking access card cost $145 per month and is invoiced in advance of the month used. Invoices are mailed approximately the 21st of each month and payments are due no later than the 28th of each month for the month being invoiced. A $20 late fee is assessed monthly for each card that an invoice is unpaid in full after 30 days. Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $30, per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $30 each. Parking rates may be changed by issuing not less than seven days advance written notice.

X For electronic invoicing, please provide email address: remitofmca@firstmartin.com

Cancellation
Republic Parking System may terminate this agreement and take immediate possession of space without liability or notice for, failure to comply with payment terms, improper use or compliance with Rules of Use, Terms of Payment, or as required due to changes in facility operation. Authorized party must terminate these agreement/cards, by issuing written notice of change to Republic Parking, either by mail or email at parkingadm@rpsa2.com. Cancellations will be effective on the date indicated or upon receipt by Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination as determined by Republic Parking System. Cancellations effective the first day of the month to the 15th will receive a refund of half of monthly parking access card rate for current month. Effective dates thereafter will not receive refund for the current month.

IMPORTANT NOTICE: EXCLUSION OF LIABILITY. The lease holder has permission to use the space listed on this agreement within the parking facility and assumes all risk of loss or damage to property, losses resulting from theft, vandalism, fire, person injury, flood, other acts of God, including death, which is attributable to negligence, unlawful conduct of a third party, or any other causes whether or not under the control of Republic Parking System, the Ann Arbor Downtown Development Authority, or the City of Ann Arbor.

* Republic Parking System – 324 Maynard Street – Ann Arbor, Michigan 48104 – (734)761-7235 – parkingadm@rpsa2.com*
MONTHLY PARKING AGREEMENT

Facility: Ann Ashley  
Effective Date: 6/1/15  
Account #: 104206

Company/Name: First Martin Corporation

Billing Address: 115 Depot St.  
City: Ann Arbor  
State: MI  
Zip: 48104

Phone: 734-994-5060  
Email: remiltofmc@firstmartin.com

Authorized Representative: Catherine Allen  
Signature: [Signature]

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Non-refundable set up fees:  
Card qty: 13  
X $30 = $390  
Total Due: $2,405

Rules of Use
The above-captioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above name facility. By virtue of receipt and use, the user agrees to properly manage the access card(s) according to rules established, which may be changed from time to time by Republic Parking System and the Ann Arbor Downtown Development Authority. The authorized signature above hereby affirms their authority as a representative of the above-named company to enter agreement and establish a parking account with Republic Parking System. The company agrees to comply with program requirements stated below, which may be changed from time to time under the direction of Republic Parking and the Ann Arbor Downtown Development Authority (DODA). Please read thoroughly and additional notice of liability on bottom of page.

- The access card can be used by only one vehicle at a time.
- Access card(s) account cannot be transferred to other users.
- Access card(s) that are improperly used may be subject to cancellation preventing normal ingress or egress to the facility. A card must be in sequence; once entering the system will only accept exiting the facility or you be prevented from exiting.
- The access card must be affixed to the windshield of the vehicle using it.
- The user(s) also agree to affirm an access card permit (decal), issued with the access card, to the lower left corner of the vehicle's rear window. Vehicles left in the facility for more than three days and DO NOT have the required access card permit may be towed at vehicle's owner complete expense and liability.
- If it is determined by the parking manager that the access card(s) has been improperly used the holder will be subject to paying a lost ticket fee to exit the facility. Access cards provide use for self-parking; no other services are provided or implied for use under this program.
- The above-captioned firm/name is responsible for promptly communicating any changes in writing or email regarding the account status, contact names, addresses, etc, with Republic Parking System.

Terms of Agreement
A monthly parking access card cost $135 per month and is invoiced in advance of the month used. Invoices are mailed approximately the 21st of each month and payments are due no later than the 1st of each month for the month being invoiced. A $20 late fee is assessed monthly for each card that an invoice is unpaid in full after 30 days. Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $20/$50, per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $20/$50 each. Parking rates may be changed by issuing notice at least seven days in advance written notice.

For electronic invoicing, provide email address: remiltofmc@firstmartin.com

Cancellation
Republic Parking System may terminate this agreement and take immediate possession of space without liability or notice for, failure to comply with payment terms, improper use or compliance with Rules of Use, or as required due to changes in facility operation. Authorized parties must terminate these agreements/cars, by written notice of a change to Republic Parking, either by mail or email parkingadmin@psa2.com. Cancellations will be effective on the date indicated or upon receipt by Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination.

IMPORTANT NOTICE: DISCLAIMER OF LIABILITY: The lease holder has permission to use the space listed on the agreement with the parking facility and assumes all risk of loss or damage to property, contents residing on such unit, vandalism, fire, steer injury, flood, other acts of God, including death, which is attributable to the negligence, unlawful conduct of a third party, or any other cause whether or not under the control of Republic Parking System, the Ann Arbor Downtown Development Authority, or the City of Ann Arbor.

* Republic Parking System - 824 Maynard Street - Ann Arbor, Michigan 48104 - (734)761-7235 - parkingadmin@psa2.com *
MONTHLY PARKING AGREEMENT

Facility: Ann Ashley  Effective Date: 2/11/2016  Account #: 104206-86

Company/Name: First Marlin Corporation

Billing Address: 115 Depot  City: Ann Arbor  State: MI  Zip: 48104

Phone: (734) 994-5050  Email: remitofnc@firstmarlin.com

Authorized Representative: Catherine Allen  Signature:

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Non-refundable set up fee: Card qty: 8 x $30.00 = $240.00  Total Due: $1037.12

Rules of Use
The above-mentioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above-named facility. By virtue of receipt and use, the user agrees to properly manage the access card(s) according to rules established, which may be changed from time to time by Republic Parking System and the Ann Arbor Downtown Development Authority. The authorized signature above hereby affirms their authority as a representative of the above-said company to enter agreement and establish a parking account with Republic Parking System. The company agrees to comply with program requirements stated below, which may be changed from time to time under the direction of Republic Parking and the Ann Arbor Downtown Development Authority (DDA). Please read thoroughly and additional notice of liability on bottom of page.

- The access card can be used by only one vehicle at a time.
- Access card(s) account cannot be transferred to other users.
- Access card(s) that are improperly used may be subject to cancellation preventing normal ingress or egress to the facility. A card must be in sequence; once entering the system will only accept exiting the facility or you be prevented from exiting.
- The access card must be affixed to the windshield of the vehicle using it.
- The user(s) agree to offer an access card permit (decal), issued with the access card, to the lower left corner of the vehicle's rear window. Vehicles left in the facility for more than three days and DO NOT have the required access card permit may be towed at vehicle's owner complete expense and liability.
- If it is determined by the parking manager that the access card(s) has been improperly used the holder will be subject to paying a lost ticket fee to exit the facility. Access cards provide use for self-parking; no other services are provided or implied for use under this program.
- The above-mentioned firm/Name is responsible for promptly communicating any changes in writing or email regarding the account status, contact names, addresses, etc., with Republic Parking System.

Terms of Payment
A monthly parking access card cost $155 per month and is invoiced in advance of the month used. Invoices are mailed approximately the 21st of each month and payments are due no later than the 7th of each month for the month being invoiced. A $20 late fee is assessed monthly for each card that an invoice is unpaid in full after 30 days. Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $20/$30, per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $10/$10 each. Parking rates may be changed by issuing not less than seven days advance written notice.

☐ For electronic invoicing, provide email address: remitofnc@firstmarlin.com

Cancellations
Republic Parking System may terminate this agreement and take immediate possession of space without liability or notice for failure to comply with payment terms, improper use or compliance with Rules of Use, or as required due to changes in facility operation. Authorized party must terminate these agreement/cards by issuing written notice of change to Republic Parking, either by mail or email at parkingadmin@rpsa2.com. Cancellations will be effective on the date indicated or upon receipt by Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination.

IMPORTANT NOTICE: EXCLUSION OF LIABILITY: The leaseholder has permission to only use the space listed on this agreement within the parking facility and assumes all risk of loss or damage to property, damages resulting from theft, vandalism, fire, personal injury, flood, other acts of God, including death, which is attributable to the negligence, unlawful conduct of a third party, or any other causes whether or not under the control of Republic Parking System, the Ann Arbor Downtown Development Authority, or the City of Ann Arbor.

"Republic Parking System ~ 324 Maynard Street ~ Ann Arbor, Michigan 48104 ~ (734)763-7235 ~ parkingadmin@rpsa2.com ~"
MONTHLY PARKING AGREEMENT

Facility: Ann Ashley  
Effective Date: 9/1/2015  
Account #: 104206

Company/Name: First Martin
Billing Address: 115 Depot St  
City: Ann Arbor  
State: MI  
Zip: 48104

Phone: 734-994-5650
Email: remutofmc@firstmartin.com
Authorized Representative: Catherine Allen
Signature: [Signature]

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Non-refundable set up fee: Card qty: 3  
$20.00 x 3 = $60.00  
Total Due: $595.00

Rules of Use
The above captioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above name facility. By virtue of receipt and use, the user agrees to properly manage the access card(s) according to rules established, which may be changed from time to time by Republic Parking System and the Ann Arbor Downtown Development Authority. The authorized signature above hereby affirms their authority as a representative of the above named company to enter agreement and establish a parking account with Republic Parking System. The company agrees to comply with program requirements stated below, which may be changed from time to time under the direction of Republic Parking and the Ann Arbor Downtown Development Authority (DDA). Please read thoroughly and additional notice of liability on bottom of page.

- The access card can be used by only one vehicle at a time.
- Access card(s) account cannot be transferred to other users.
- Access card(s) that are improperly used may be subject to cancellation preventing normal ingress or egress to the facility. A card must be in sequence; once entering the system will only accept exiting the facility or you be prevented from exiting.
- The access card must be affixed to the windshield of the vehicle using it.
- The user(s) also agree to affix an access card permit (display), issued with the access card, to the lower left corner of the vehicle’s rear window. Vehicles left in the facility for more than three days and DO NOT have the required access card permit may be towed at vehicle owner’s complete expense and liability.
- If it is determined by the parking manager that the access card(s) has been improperly used the holder will be subject to paying a lost ticket fee to exit the facility. Access cards provide use for self-parking; no other services are provided or implied for use under this program.
- The above captioned firm/name is responsible for promptly communicating any changes in writing or email regarding the account status, contact names, addresses, etc., with Republic Parking System.

Terms of Payment
A monthly parking access card cost $155 per month and is invoiced in advance of the month used. Invoices are mailed approximately the 12th of each month and payments are due no later than the 20th of each month for the month being invoiced. A $20 late fee is assessed monthly for each card that an invoice is unpaid in full after 30 days. Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $20/$30, per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $20/$30 each. Parking rates may be changed by issuing not less than seven days advance written notice.

For electronic invoicing, provide email address: remutofmc@firstmartin.com

Cancellation
Republic Parking System may terminate this agreement and take immediate possession of space without liability or notice for, failure to comply with payment terms, improper use or compliance with Rules of Use, or as required due to changes in facility operation. Authorized party must terminate these agreement/cards, by issuing written notice of change to Republic Parking, either by mail or email at parkingadmin@rpsa2.com. Cancellations will be effective on the date indicated or upon receipt by Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination.

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"Republic Parking System ~ 324 Maynard Street ~ Ann Arbor, Michigan 48104 ~ (734)763-7235 ~ parkingadmin@rpsa2.com"
# MONTHLY PARKING AGREEMENT

**Facility:** Ann Ashley  
**Effective Date:** 10/1/2015  
**Account #:** 104206-86

**Company/Name:** First Martin Corporation

**Billing Address:** 116 Depol Street  
**City:** Ann Arbor  
**State:** MI  
**Phone:** 734-994-5050  
**Email:** remotefmc@firstmartin.com

**Authorized Representative:** Catherine Allen  
**Signature:**

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**Non-refundable set up fee:**  
Card qty: 6  
$20.00  
$120.00  
**Total Due:** $1050.00

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**Rules of Use**

The above captioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above named facility. By virtue of receipt and use, the user agrees to properly manage the access card(s) according to rules established, which may be changed from time to time by Republic Parking System and the Ann Arbor Downtown Development Authority. The authorized signature above hereby affirms their authority as a representative of the above named company to enter agreement and establish a parking account with Republic Parking System. The company agrees to comply with program requirements stated below, which may be changed from time to time under the direction of Republic Parking and the Ann Arbor Downtown Development Authority (DDA). Please read thoroughly and additional notice of liability on bottom of page.

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- Access card(s) account cannot be transferred to other users.
- Access card(s) that are improperly used may be subject to cancellation preventing normal ingress or egress to the facility. A card must be in sequence; once entering the system will only accept exiting the facility or you be prevented from exiting.
- The access card must be affixed to the windshield of the vehicle using it.
- The user(s) also agree to affix an access card permit (decal), issued with the access card, to the lower left corner of the vehicle’s rear window. Vehicles left in the facility for more than three days and DO NOT have the required access card permit may be towed at vehicle owner complete expense and liability.
- If it is determined by the parking manager that the access card(s) has been improperly used the holder will be subject to paying a lost ticket fee to exit the facility. Access cards provide use for self parking, no other services are provided or implied for use under this program.
- The above captioned firm/name is responsible for promptly communicating any changes in writing or email regarding the account status, contact names, addresses, etc. with Republic Parking System.

---

**Terms of Payment**

A monthly parking access card cost $165 per month and is invoiced in advance of the month used. Invoices are mailed approximately the 25th of each month and payments are due no earlier than the 7th of each month for the month being invoiced. A $20 late fee is assessed monthly for each card that an invoice is unpaid in full after 30 days. Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $20/$30, per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $20/$30 each. Parking rates may be changed by issuing not less than seven days written notice.

For electronic invoicing, provide email address remotefmc@firstmartin.com

CANCELLATION

[Text regarding cancellation process]

---

Republic Parking System - 324 Maynard Street - Ann Arbor, Michigan 48104 - (734)761-7235 - parkingadmin@rpsa2.com
MONTHLY PARKING AGREEMENT

Facility: Ann Ashley  Effective Date: 10-8-2015  Account #: 104206
88-33033
Company/Name: First Martin Corporation
Billing Address: 115 Depot St  City: Ann Arbor  State: MI  Zip: 48104
Phone: 734-994-5050  Email: remittotme@firstmartin.com
Authorized Representative: Catherine Allen  Signature: [Signature]

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Non-refundable set up fee:  Card qty: 9  x $20 = $180  Total Due: $198.00

Rules of Use
The above captioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above name facility. By virtue of receipt and use, the user agrees to properly manage the access card(s) according to rules established, which may be changed from time to time by Republic Parking System and the Ann Arbor Downtown Development Authority. The authorized signature above hereby affirms their authority as a representative of the above named company to enter agreement and establish a parking account with Republic Parking System. The company agrees to comply with program requirements stated below, which may be changed time to time under the direction of Republic Parking and the Ann Arbor Downtown Development Authority (DDA). Please read thoroughly and additional notice of liability on bottom of page.

- The access card can be used by only one vehicle at a time.
- Access card(s) account cannot be transferred to other users.
- Access card(s) that are improperly used may be subject to cancellation preventing normal ingress or egress to the facility. A card must be in sequence; once entering the system will only accept exiting the facility or you be prevented from exiting.
- The access card must be affixed to the windshield of the vehicle using it.
- The user(s) also agree to allow an access card permit (decal) issued with the access card, to the lower left corner of the vehicle's rear window. Vehicles left in the facility for more than three days and DO NOT have the required access card permit may be towed at vehicle's owner complete expense and liability.
- If it is determined by the parking manager that the access card(s) has been improperly used the holder will be subject to paying a lost ticket fee to exit the facility. Access cards provide use for self parking; no other services are provided or implied for use under this program.
- The above captioned firm/name is responsible for promptly communicating any changes in writing or email regarding the account status, contact names, addresses, etc., with Republic Parking System.

Terms of Payment
A monthly parking access card cost $155 per month and is invoiced in advance of the month used. Invoices are mailed approximately the 21st of each month and payments are due no later than the 7th of each month for the month being invoiced. A $20 late fee is assessed monthly for each card that an invoice is unpaid in full after 30 days. Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $20/530, per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $20/530 each. Parking rates may be changed by issuing not less than seven days advanced written notice.

For electronic invoicing, please email address: remittotme@firstmartin.com

Cancellation
Republic Parking System may terminate this agreement and take immediate possession of space without liability or notice for, failure to comply with payment terms, improper use or compliance with Rules of Use, or as required to changes in facility operation. Authorized party must terminate these agreement/cards, by issuing written notice of change to Republic Parking, either by mail or email at parkingadmin@rpsa2.com. Cancellations will be effective on the date indicated or upon receipt by Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis at conjunction with the date of termination.

IMPORTANT NOTICE: EXCLUSION OF LIABILITY: The lease holder has permission to only use the space listed on this agreement within the parking facility and assumes all risk of loss or damage to property, contents resulting from theft, vandalism, fire, persons injury, flood, acts of God, including death, which is attributable to the negligence, unlawful conduct of a third party, or any other causes whatever or not under the control of Republic Parking System, the Ann Arbor Downtown Development Authority, or the City of Ann Arbor.

"Republic Parking System" "324 Maynard Street" "Ann Arbor, Michigan 48104" "(734)761-7235" "parkingadmin@rpsa2.com"
MONTHLY PARKING AGREEMENT

Issued by: KR

Facility: Ann Ashley
Effective Date: 12/17/15
Account #: 104206

Company/Name: First Martin Corp
Billing Address: 115 Depot St
City: Ann Arbor
State: MI
Zip: 48104
Phone: 734-991-5050
Email: remitt@fmc@firstmart

Authorized Representative: Catherine Allen
Signature:

<table>
<thead>
<tr>
<th>Card No.</th>
<th>User Name</th>
<th>Description</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>3396</td>
<td>December pr-rated</td>
<td>$120</td>
<td>$120</td>
</tr>
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</table>

Non-refundable set up fee: Card qty: 1 x $20 = $20 Total Due: $140

Rules of Use
The above captioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above name facility. By virtue of receipt and use, the user agrees to properly manage the access card(s) according to rules established, which may be changed from time to time by Republic Parking System and the Ann Arbor Downtown Development Authority. The authorized signature above hereby affirms their authority as a representative of the above named company to enter agreement and shall establish a parking account with Republic Parking System. The company agrees to comply with program requirements stated below, which may be changed from time to time under the direction of Republic Parking and the Ann Arbor Downtown Development Authority (DDA). Read thoroughly and additional notice of liability on bottom page.

- The access card can be used by only one vehicle at a time.
- Access card(s) account cannot be transferred to other users.
- Access card(s) that are improperly used may be subject to cancellation preventing normal ingress or egress to the facility. A card must be in sequence; once entering the system will only allow exiting the facility or you be prevented from exiting.
- The access card must be affixed to the windshield of the vehicle using it.
- The card must be placed in the facility for more than 24 hours and DO NOT have the required access card permit may be towed at vehicle owner complete expense and liability.
- If it is determined by the parking manager that the access card(s) has been improperly used the holder will be subject to paying a lost ticket fee to exit the facility. Access cards provide use for self-parking: no other services are provided or implied for use under this program.
- The above captioned firm/name is responsible for promptly communicating any changes in writing or email regarding the account status, contact names, addresses, etc., with Republic Parking System.

Terms of Payment
A monthly parking access card cost $155 per month and is invoiced in advance of the month used. Invoices are mailed approximately the 21st of each month and payments are due no later than the 7th of each month for the month being invoiced. A $20 late fee is assessed monthly for each card that is not paid in full after 30 days Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $20/$30, per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $20/$30 each. Parking rates may be changed by issuing not less than seven days advance written notice.

X For electronic invoicing, provide email address: remitt@fmc@firstmart

Cancellations
Republic Parking System may terminate this agreement and take immediate possession of space without liability or notice for, failure to comply with payment terms, improper use or compliance with Rules of Use, or as required due to changes in facility operation. Authorized party must terminate these agreement/cards, by issuing written notice of change to Republic Parking, either by mail or email at parkingadmin@rpsa2.com. Cancellations will be effective on the date indicated or upon receipt by Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination.

IMPORTANT NOTICE: EXCLUSION OF LIABILITY: The lease holder has permission to only use the space listed on this agreement within the parking facility and assumes all risk of loss or damage to property, contents resulting from theft, vandalism, fire, person injury, flood, other acts of God, including death, which is attributable to the negligence, unlawful conduct of a third party, or any other causes whether or not under the control of Republic Parking System, the Ann Arbor Downtown Development Authority, or the City of Ann Arbor.

Republic Parking System 324 Maynard Street Ann Arbor, Michigan 48104 (734)761-7235 parkingadmin@rpsa2.com
MONTHLY PARKING AGREEMENT

Facility: Ann Ashley  
Company/Name: First Martin Corporation  
Billing Address: 115 Depot, Ann Arbor, Michigan  
City: Ann Arbor  
State: Michigan  
Phone: 734-994-5050  
Email: callen@firstmartin.com  
Effective Date: 3/1/2016  
Account #: 104206  
Apt/Sta:  
Zip: 48104  
Signature: [Signature]  
Authorized Representative: Catherine Allen

<table>
<thead>
<tr>
<th>Card No.</th>
<th>User Name</th>
<th>Description</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>20938</td>
<td>First Martin Corp.</td>
<td>March 2016</td>
<td>$155.00</td>
</tr>
<tr>
<td>22292</td>
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<td>March 2016</td>
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<tr>
<td>31585</td>
<td>First Martin Corp.</td>
<td>March 2016</td>
<td>$155.00</td>
</tr>
</tbody>
</table>

Non-refundable set up fee: $60.00  
Total Due: $525.00

Rules of Use
The above captioned firm/name(s)/card(s) are hereby granted permission to use one parking space in the above name facility. By virtue of receipt and use, the user agrees to strictly observe the proper methods to be followed, which you be charged with the responsibility of maintaining. The firm/person hereby accepts responsibility for any and all costs associated with the collection of the applicable fees with outstanding fees, in addition to the applicable fees. New access cards required $20 per card, non-refundable set up fee. If cards are lost, stolen or misplaced, you must immediately notify Republic Parking. Replacement cards are $20 each. Parking rates may be changed by issuing not less than seven days advance notice.

Terms of Payment
A monthly parking access card cost $155 per month and is invoiced in advance of the month used. Invoices are mailed approximately three (3) days prior to the 21st and payments are due no later than the 26th of each month. A $20 late fee is assessed monthly for each card that is unpaid in full after 30 days. Any account that is more than 30 days past due is subject to immediate cancellation. The firm/person hereby accepts responsibility for any cost associated with the collection of this debt and outstanding fees. New access cards require $20 per card, non-refundable set up fee. If cards are lost, stolen, or misplaced, you must immediately notify Republic Parking. Replacement cards are $20 each. Parking rates may be changed by issuing not less than seven days advance notice. 

Cancellation
Republic Parking System may terminate this agreement and take immediate possession of space without liability or notice for, failure to comply with payment terms, improper use or compliance with Rules of Use, or as required due to changes in facility operation. Any person who requests these agreement cards. By issuing written notice of change to Republic Parking, either by mail or email at parking@firstmartin.com. Cancellation will be effective on the date indicated or upon receipt by Republic Parking. Refunds may be processed after review of the account status and issued on a prorated basis in conjunction with the date of termination.

Identification of Liability:
The lease holder has permission to only use the space listed on this agreement within the parking facility and assumes all risk of loss or damage to properly, contents resulting from theft, vandalism, fire, person injury, flood, other acts of God, including death, which is attributable to the negligence, unlawful conduct of a third party, or any other causes whether or not under the control of Republic Parking System, the Ann Arbor Downtown Development Authority, or the City of Ann Arbor.

* Republic Parking System ~ 314 Maynard Street ~ Ann Arbor, Michigan 48104 ~ 734-763-7289 ~ parkinginfo@rps2.com *