

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of July, 2015 (hereinafter "Effective Date"), by and between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154-5474 (hereinafter referred to as "School District") and **TOTAL SOCCER – WIXOM, L.L.C.**, a Michigan limited liability company, whose address is 30990 South Wixom Road, Wixom, Michigan 48393 (hereinafter referred to as "Total Sports").

RECITALS

WHEREAS, School District is the owner of a certain parcel of real property, commonly known as 28611 Ann Arbor Trail, located in the City of Westland, Wayne County, Michigan.

WHEREAS, School District, pursuant to the Revised School Code, specifically MCLA §380.11a(4) (the "Act"), desires to enter into a Cooperative Agreement with Total Sports as part of its School District function to provide sports and recreation programs to the residents of the City of Livonia and its adjoining communities.

WHEREAS, School District and Total Sports are desirous of providing the services described above by combining resources and providing the most effective and cost efficient service possible.

NOW, THEREFORE, in consideration of the mutual promises herein contained and pursuant to the authority granted under the Act, the parties hereto agree as follows:

1. Premises: Subject to Paragraph 2 of this Agreement, School District hereby leases to Total Sports and Total Sports leases from School District approximately 15 acres of vacant real property located in the City of Westland, Wayne County, Michigan, as outlined on the sketch attached hereto as **Exhibit A**, commonly known as a portion of 28611 Ann Arbor Trail (the "Premises").

2. Use of Premises: During the Initial Term and Renewal Term(s), if any, School District and Total Sports agree to Total Sports' use of the Premises, as follows:

A. Joint use with School District and/or other tenants:

Sidewalks
Parking Lot

B. Exclusive Use by Total Sports*:

A portion of 28611 Ann Arbor Trail, Westland, Michigan, approximately 15 acres in size, as outlined on the sketch attached hereto as Exhibit A.

* Notwithstanding anything herein to the contrary, School District shall have the right to use the Premises, with prior written notice to Total Sports, and at no cost to School District, provided that the Premises are not previously reserved and may use the Premises without notice to Total Sports Monday through Friday (excluding bank holidays) from 6:00 a.m. to 4:00 p.m., during the school year.

3. Term: The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2020 (the "Initial Term"), unless extended pursuant to this Paragraph or terminated pursuant to Paragraphs 4, 16 or 17 hereof; provided, however, Total Sports may terminate this Agreement effective as of October 31, 2016, by providing written notice to School District at any time prior to July 1, 2016. Notwithstanding the foregoing, Total Sports shall have the option to extend this Agreement for up to five (5) additional three (3) year extension terms (each a "Renewal Term"). In order to extend, Total Sports shall provide the School District with a minimum of one hundred twenty (120) days written notice before the end of the Initial Term, or if extended, before the end of the applicable Renewal Term, of its desire to extend this Agreement.

4. School District Termination Right. School District may on not less than four (4) months' prior written notice to Total Sports, terminate this Agreement at any time between October 31 and March 31 of successive calendar years, if School District requires use of the Premises for any reason (each, an "Alternative Use") other than the Intended Use (as defined below). As a termination fee, School District shall deliver a payment in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) to Total Sports with its notice of termination.

If the Alternative Use is to develop a permanent indoor athletic field structure, then Total Sports shall have a right of first refusal to accept the terms of the Alternative Use ("ROFR"). In providing notice of a termination subject to the ROFR, School District shall provide the terms of the Alternative Use for Total Sports' review and approval. Total Sports shall have thirty (30) days following receipt of the notice with terms of the Alternative Use to exercise the ROFR by written notice to School District. If Total Sports fails to timely exercise the ROFR, then the ROFR shall automatically terminate and so shall this Agreement.

5. Consideration: Total Sports shall pay School District as Consideration for the Premises during the Initial Term and Renewal Term(s), if any, as follows:

July 1, 2015 – June 30, 2016 – Fifty percent (50%) of user fees paid to Total Sports for use during the period.

July 1, 2016 – June 30, 2020 - \$35,000 per year.

Renewal Terms - \$35,000 per year, increased by two percent (2%) per year for each subsequent Lease year throughout the Renewal Terms.

Total Sports shall pay to School District the amount specified above during the Initial Term and Renewal Term(s), if any, in advance on a quarterly basis, commencing on July 1, 2015, without any setoffs or deductions at School District's address set forth in the preface of this Agreement, or at such other place as School District may designate in writing. In addition to the Consideration as herein specified, Total Sports is responsible for the payment of utilities, insurance, taxes and special assessments levied against the Premises in accordance with the other terms and conditions of this Agreement.

6. Use of Premises: Total Sports shall use and occupy the Premises for the sole purpose of operating an outdoor athletic field complex, and other related recreational activities (the "Intended Use"), and for no other purpose(s), without the prior written consent of School District. Total Sports shall not do or permit to be done any act or thing upon the Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Total Sports' principal activities as herein described. Total Sports shall not use the Premises or permit the Premises to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. Total Sports shall use and occupy the Premises subject to all School District policies, procedures and regulations. Total Sports shall obtain, at its sole cost and expense, all licenses and permits required for its intended use of the Premises. Total Sports shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and it is further agreed that in the event Total Sports shall not comply with these provisions, and School District has given Total Sports ten (10) days prior notification of such situation, School District may enter upon the Premises and have any said rubbish and dirt removed, in which event Total Sports agrees to pay all charges that School District shall incur for hauling rubbish and dirt. Said charges shall be paid to School District by Total Sports as soon as a bill is presented to Total Sports and School District shall have the same remedy as is provided in this Agreement in the event of Total Sports' failure to pay. If Total Sports is unable to operate the Premises for the Intended Use due to (a) conflict with applicable laws, (b) conflict with School District policies enacted after the date of this Agreement, or (c) the environmental condition of the Premises existing as of the date of this Agreement, then Total Sports may terminate this Agreement upon written notice to School District. In that event, neither party shall have any further obligations hereunder.

7. Acceptance of the Premises: Total Sports acknowledges that it has examined the Premises and Future Use Plan for the Premises prior to entering into this Agreement and knows the conditions thereof. Total Sports further acknowledges that no representations as to the condition or state of repairs thereof have been made by School District or its agents which are not herein expressed. Total Sports hereby accepts the Premises in its present "AS IS" condition as of the Effective Date.

8. Alterations and Improvements: Total Sports shall not make any alterations, additions, or improvements to the Premises, including but not limited to outdoor lighting or excavation or breach of the existing surfaces covering the Premises, without School District's prior written consent.

9. Maintenance and Repairs: School District shall provide for the general maintenance of the Premises, including maintenance of the gravel lot, mowing of the grass, landscaping, snow removal, de-icing, fertilization, and watering. School District also represents and warrants that it will comply with the requirements and obligations contained in its Due Care Plan identified in Section 13(D) below. Notwithstanding the foregoing, Total Sports shall be responsible lining and striping the fields and supplying goals and any and all other equipment it requires for its use of the Premises, in a manner consistent with the Due Care Plan referenced in Paragraph 13.D.

10. Utilities: Total Sports shall pay directly for the cost of any and all utilities, if any, including but not limited to, electricity, gas, water and sewer, and trash pickup, supplied to the Premises during the Initial Term and Renewal Term(s), if any, metered directly in Total Sports' name to the extent possible. School District shall not be responsible for any loss or interruption of utility services.

11. Insurance:

A. Commercial General Liability Insurance. Total Sports, at its sole cost and expense during the Initial Term and Renewal Terms(s), if any, shall maintain and keep in effect commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, and not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury or death of more than one person, in any one accident or occurrence; property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars. The policy or policies of such insurance shall be endorsed to name the School District as an additional insured. Total Sports shall deliver to the School District a certificate of insurance of all policies procured by Total Sports in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to the School District. Total Sports may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of School District shall thereby be as fully protected as they would otherwise if this option to Total Sports to use blanket policies were not permitted. School District reserves the right to increase the minimum limits of such insurance throughout the Renewal Term(s), if any, and Total Sports shall comply with School District's commercially reasonable request. School District shall maintain throughout the Initial Term and Renewal Term(s), if any, as School District deems appropriate, insurance in amounts normally carried by School District for its standard business practice.

B. Worker's Compensation and Automobile Liability Insurance. Total Sports shall, at its sole cost and expense during the Initial Term and Renewal Term(s), if any, maintain and keep in effect the following insurances:

1. Workers' compensation coverage that meets or exceeds legal requirements; and

2. Automobile and truck liability coverage with minimum combined single limit of liability of \$1,000,000.00.

12. Indemnification: Total Sports shall indemnify, defend and hold harmless School District, its Board of Education, its Board members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter-claims, suits, debts, demands, actions, injuries, judgments, liens, liabilities, losses, costs, expenses and damages, including actual attorney's fees and actual expert witness fees, arising out of or in connection with Total Sports', its officers', its agents', representatives', employees', contractors', licensees', and invitees' use and occupancy of the Premises, from the negligence of Total Sports', its officers', its agents', representatives', employees', contractors', licensees', and invitees', and/or from Total Sports', its officers', its agents', representatives', employees', contractors', licensees' and invitees' violation of any of the terms of this Agreement.

13. Environmental Warranty: Total Sports represents, warrants and covenants to School District the following:

A. Total Sports' use of the Premises and its activities thereon shall comply with all "Environmental Laws," "Environmental Law(s)" means any federal, state or local law, statute, code, ordinance, regulation, rule, judgment, order, decree, injunction or permit, restriction or closure, post closure, or remediation plan approved by a government agency or entity, relating to the environment, waste, hazardous substances or hazardous materials and shall include without limitation, and as amended, the Asbestos Hazard Emergency Response Act, 15 USCS Sec. 2641 et seq., the Solid Waste Disposal Act, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. Sec 300 et seq., the Rivers and Harbors Act, 33 U.S.C. Sec. 401 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001 et seq., the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.). This definition is intended by the parties to be amended as the applicable Environmental Laws are amended or enacted during the term of this Agreement.

B. Total Sports shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Premises; provided, however, the parties specifically acknowledge that Total Sports shall have no liability for the storage, treatment or disposal of any Hazardous Substances existing on or under the Premises as of the date of this Agreement. For purposes of this Agreement, "Hazardous Substances" shall mean any substance or material referenced or regulated under any Environmental Law.

C. Total Sports shall promptly notify School District of any actual, alleged or threatened disturbance, release, discharge, spill, generation, leak, storage, disposal (on-site or off-site), treatment, discharge, disturbance, storage, presence or emission (collectively referred

to as “Generated” in any of its grammatical forms) of Hazardous Substances on, to or from the Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving alleged violations of any Environmental Law with respect to the Premises. Total Sports shall promptly notify School District of any animal burrow or other breach of the existing surfaces covering the Premises, and damage to existing fencing, gates, methane monitoring wells, and methane vents, as required in the Due Care Plan referenced in Paragraph 13.D.

D. Notwithstanding anything contained herein to the contrary, Total Sports acknowledges that it has been provided with a copy of the Final Grant Funds Proposal Plan (“Due Care Plan”) for the Premises dated July 25, 2011 (NTH Project No. 62-090202-05). Notwithstanding any terms of this Agreement to the contrary, including, without limitation, the covenants of this Section 13 and the indemnities of Section 14 below, School District shall be solely responsible for compliance with the Due Care Plan at the Premises.

14. Environmental Indemnification

A. Total Sports hereby agrees to indemnify, defend and hold harmless School District, and its Board of Education, its Board members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys’ fees and actual consultants’ fees) incurred by School District as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively “Claims”) attributable to (i) any third party claim or demand in connection with any Hazardous Substances Generated in, on, under, above or about the Premises by Total Sports, its officers, agents, representatives, employees, use agreement holders, contractors, or invitees (collectively “Total Sports Group”) or an alleged or actual violation of any Environmental Laws by Total Sports, from and after the date Total Sports begins to use the Premises; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances Generated by Total Sports Group; (iii) the Generation of any Hazardous Substances in, on, under, above, from or about the Premises caused by Total Sports Group; and (iv) compliance with, defense of and response to any administrative notice, order, request or demand from any governmental entity or agency related to any Hazardous Substances on, under, or from the Premises by Total Sports Group or violation of any Environmental Laws by Total Sports Group; provided, however the indemnity set forth in this Section 14(A) shall exclude any Claims solely caused by Hazardous Substances existing at the Premises as of the date of this Agreement, unless such Hazardous Substances were disturbed by the Total Sports Group.

B. Total Sports’ indemnification described above specifically includes, but is not limited to, the direct obligation of Total Sports to promptly perform any reporting, remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to

prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Premises.

15. Assignment and Subletting: Total Sports shall not assign, or in any manner encumber this Agreement, nor any part, right, or interest thereof, nor shall Total Sports let or sublet or permit any part of the Premises to be used or occupied by others for any reason whatsoever, without School District's advance written consent, which consent is discretionary in School District solely; provided, however, the School District acknowledges that Total Sports business to be operated at the Premises involves Total Sports entering into use agreements with third parties, whereby the third parties are granted use of all or a portion of the Premises for temporary periods for a fee. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of School District shall give School District the right to terminate this Agreement and re-enter and repossess the Premises.

16. Default and Termination: If Total Sports shall default in the payment of Consideration when due and shall not cure such default within ten (10) days, or shall default in the performance of any other covenant of this Agreement and shall not cure such default within fifteen (15) days after written notice from School District specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event School District may terminate this Agreement at any time thereafter (before such default shall be cured) by giving written notice of the termination. If School District shall default in the performance of any other covenant of this Agreement and shall not cure such default within fifteen (15) days after written notice from Total Sports specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event Total Sports may terminate this Agreement at any time thereafter (before such default shall be cured) by giving written notice of the termination.

Upon termination of this Agreement, School District may without further notice re-enter the Premises and dispossess Total Sports or any other occupant of the Premises and remove its effects and hold the Premises as if this Agreement had not been made, saving and reserving to School District any other remedies which School District may have for the recovery of Consideration or damages due or to become due by virtue of this Agreement or the breach thereof by Total Sports. Should School District at any time permit payments of Consideration to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by School District of its right to have the Consideration for said Premises paid according to the terms of this Agreement. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions nor of such party's right to enforce the same upon any subsequent occasion or default.

17. Bankruptcy: If Total Sports shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Total Sports or for all or a substantial part of the property of Total Sports and Total Sports is not released from such receiver or trustee within thirty (30) days after

appointment, or if an order shall be entered approving the reorganization of Total Sports or the readjustment of Total Sports' debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Agreement. In any of such events and whenever and as often as any such failure, default, breach or anticipatory breach shall occur, the current Term hereof, at the option of School District, shall cease and determine and from thenceforth it shall be lawful for School District to re-enter into and repossess the Premises situated thereon and Total Sports and each and every occupant to remove and put out and to relet said Premises for his own benefit; but reserving to School District all such rights as it may have for damages or otherwise because of said default, breach or anticipatory breach of Total Sports.

18. Damages: In the event of the termination of this Agreement under Paragraphs 16 or 17 or any provisions of law by reason of Total Sports' default hereunder, Total Sports shall pay School District as damages sums equal to the Consideration which would have been payable by Total Sports had this Agreement not so terminated, payable on the days specified in Paragraph 4, until the expiration of the current Term hereby granted; provided, that School District shall have the duty to mitigate such damages by reletting all or any part of the Premises during said period, and School District shall credit Total Sports with the excess of the rents received from such reletting over the expenses of the termination of the Agreement and of the reletting.

19. Surrender of Premises: Upon the expiration of the Initial Term and Renewal Term(s), if any, Total Sports shall quit and surrender the Premises to School District in substantially the same condition as of the date of this Agreement, ordinary wear and damage excepted.

20. Access to Premises: School District shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Premises, performing any of its duties and obligations under the terms and conditions of this Agreement or to enforce any of School District's rights or powers under this Agreement. During such entry by School District, Total Sports may require that its representative be present, unless such entry is necessitated by the existence of an emergency situation requiring prompt attention by School District, or unless Total Sports shall refuse such access after reasonable notice. Except in the case of an emergency, School District shall give Total Sports twenty-four (24) hours advance notice as to the date and time of any proposed inspections, and Total Sports shall be entitled to have an officer, director, or other employee of Total Sports accompany School District during any such inspection. School District may show the Premises to prospective tenants at any time during the last six (6) months of the Initial Term, Renewal Term(s), if any, and during any period of default.

21. Compliance: Subject to School District's compliance with its Due Care Plan, Total Sports shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Premises with respect to the cleanliness, safety, occupation, and use of same.

22. Challenge: School District, although presently unaware of any such non-compliance, does not covenant that the Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Agreement. Total Sports shall obtain any and all licenses, approvals and/or permits required for its use and operation of the Premises and shall promptly comply with all governmental orders and directives related thereto, all at its sole cost and expense.

23. Holding Over: Any holding over by Total Sports after the expiration or termination of the Initial Term or Renewal Term(s), if any, authorized by the School District, with the consent of School District, shall be construed to be a tenancy from month to month and the Consideration to be paid by Total Sports shall be at an amount equal to 125% of the Consideration required to be paid by Total Sports under Paragraph 4 hereof, pro-rated on a monthly basis. Acceptance by School District of such payments after such expiration or termination shall not constitute a renewal of this Agreement. This provision shall not operate as a waiver of School District's right to re-entry or any other right of School District, and Total Sports shall be a tenant at sufferance only during the period of any such holding over with the consent of School District.

24. Taxes and Special Assessments: If the Premises are placed on the tax assessment rolls based upon Total Sports' usage, then (a) any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Premises during the Initial Term and Renewal Term(s), if any, shall be borne by Total Sports as additional Consideration through the date of termination of this Agreement, and (b) Total Sports may thereafter terminate the Agreement at any time upon written notice to School District.

25. No Waiver: The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing.

26. Notices: All notices regarding this Agreement are to be in writing and delivered, or mailed by first class mail postage paid, by one party to the other party at the party's respective address set forth in the preface of this Agreement. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

27. Heirs and Assigns: The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of School District and Total Sports and their respective successors and assigns, subject to the limitation on assignment as herein contained.

28. Vacation or Abandonment: In the event Total Sports shall abandon or vacate the Premises before the end of the Term, School District shall have the right and duty to relet the Premises for such Consideration and upon such terms as School District is able to obtain. In the event a sufficient sum is not realized by such reletting, to pay to School District the equivalent of the Consideration reserved to School District from Total Sports under the provisions of this

Agreement, Total Sports promises and agrees to pay to School District the amount of such deficiency each month during the balance of such current Term.

29. Condemnation: If any part of the Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain or by private sale in lieu of eminent domain, such that the remaining portion of the Premises is no longer suitable for the Intended Use, in Total Sports' reasonable opinion, then either School District or Total Sports may terminate this Agreement, effective the date the public authority takes possession. All damages for the condemnation of the Premises, or damages awarded because of the taking, shall be payable to the sole property of School District.

30. Quiet Enjoyment: School District covenants and agrees with Total Sports that upon Total Sports paying the Consideration and observing and performing all the terms, covenants and conditions of Total Sports' part to be performed and observed, Total Sports may peaceably and quietly enjoy the Premises for the full Initial Term and Renewal Term(s), if any, hereof.

31. Policies/Regulations: Total Sports, including its agents, representatives, employees, contractors, invitees, licensees and students shall at all times comply with all School District policies, procedures and regulations, including, but not limited to, School District's prohibition on smoking or consumption of alcohol anywhere on the Premises.

32. Dome on the Premises: If during the Initial Term and Renewal Term(s), if any, Total Sports desires to build a dome on the Premises, School District and Total Sports agree to meet in order to mutually agree upon the terms and conditions thereof, including, but not limited to, Site Plan and other governmental approvals, approvals and permits required by the MDEQ, including due care plans, location of the Dome on the Premises, construction to be done in compliance with all applicable Federal, State and Local laws, maintenance obligations with respect to the dome, once constructed. Once School District and Total Sports agree upon all of the terms and conditions applicable to building a dome on the Premises, School District and Total Sports will enter into an Amendment to this Agreement.

33. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Agreement:

- A. Time is of the essence of each provision of this Agreement.
- B. Consideration and all other sums payable under this Agreement must be paid in lawful money of the United States of America.
- C. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.
- D. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.
- E. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

F. The captions of this Agreement shall have no effect on its interpretation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

**SCHOOL DISTRICT: LIVONIA PUBLIC
SCHOOLS**

By: _____
Its: _____

WITNESSES:

**TOTAL SPORTS: TOTAL SOCCER –
WIXOM, L.L.C.**

By: _____
Its: _____

EXHIBIT A
SKETCH OF PREMISES