

FIRST AMENDMENT TO PLANNED BUSINESS DEVELOPMENT AGREEMENT
WHITE LAKE RETAIL

THIS PLANNED BUSINESS DEVELOPMENT AGREEMENT (the "Agreement"), dated _____, 2026, is made and entered into by and between the **CHARTER TOWNSHIP OF WHITE LAKE**, a Michigan municipal corporation, having the address of 7525 Highland Road, White Lake, Michigan 48383, hereinafter referred to as and called the "Township", and **59 & FISK RE HOLDINGS, LLC**, a Michigan limited liability company, whose address is 30201 Orchard Lake Road, Suite 110, Farmington Hills, Michigan 48334 ("Fisk").

RECITALS

A. Fisk, as successor to Tim Donut U.S. Limited, Inc., a Florida corporation, are parties to a certain Planned Business Development Agreement dated August 31, 2004, Notice of which was recorded on January 19, 2005, in Liber 34789, Page 751, Oakland County Records (the "Agreement") pertaining to approximately 1.71 acres of real property in White Lake Township, Michigan, commonly known as 9197 Highland Road, and is more particularly described on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

B. Fisk is the fee owner of the Property.

C. Fisk has applied to the Township to redevelop the Property by renovating the existing 5,506 sq. ft. multi-tenant retail building on the Property, including the expansion of the existing drive-thru facility by adding two drive-thru lanes and a canopy to the east side of the building, utilizing the Revisions to the Approved Final Site Plan process under the Township's Zoning Ordinance (the "Development"), all as more specifically described on the Revised PBD Plan (as defined in Recital D, below).

D. In accordance with Section 6.7.E. of the Township's Zoning Ordinance, the Community Development Director has reviewed Fisk's Revised PBD Plan, specifically the Plan prepared by R.A. Chiesa Architects, P.C. and D&M Site, Inc., dated February 27, 2026, with a revision date of July 9, 2026 (hereinafter "Revised PBD Plan"), and has determined the changes to be "minor" as defined by Section 6.7.E.i-ii.

E. Paragraph 5.3 of the Agreement provides for amendment to the Agreement pursuant to an instrument executed between the Township and Developer, or their successor in title.

F. While Section 6.7.E authorizes the Community Development Director to approve minor revisions to approved final site plans, the Revised PBD Plan and this First Amendment to

Planned Business Development Agreement was presented to the Planning Commission for consideration.

G. On _____, the Planning Commission considered and recommended approval of the Revised PBD Plan, attached hereto and made part hereof, as **Exhibit B**, and this First Amendment to Planned Business Development Agreement, subject to certain conditions.

H. On _____, the Township Board considered and approved the Revised PBD Plan and this First Amendment of the Planned Business Development Agreement, subject to certain conditions.

I. Pursuant to Paragraph 5.3 of the Agreement and Section 6.7.E. of the Planned Development Approval Process of the Township's Zoning Ordinance, Fisk and the Township desire to amend the Agreement for the purposes set forth in this First Amendment to Planned Business Development Agreement and the Revised PBD Plan.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. All references in the Agreement to the PBD Plan, site plan, landscape plan and any other plans, elevations and surveys are hereby amended to include the Revised PBD Plan, attached (attached hereto as Exhibit B).

2. Paragraph 2.4 of the Agreement is removed and replaced, in full by the following:

Statement of Applicant's Intentions Regarding Future Sale or Lease. The Developer has indicated that there are no future plans for sale of the proposed Development. However, Developer intends to lease the units within the Building for uses that are permitted in the Planned Business District.

3. Paragraph 2.8 of the Agreement is removed and replaced, in full by the following:

Performance Criteria. Fisk shall ensure that the proposed uses on the Property shall not exceed the performance criteria found in the Township's Zoning Ordinance, Section 5.18.

4. The following provisions shall be added to Article V:

5.10 The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.

5.11 Except for deviations specifically approved by the Township under this Agreement, if any, and the approved PBD Plan, the Township Code of Ordinances, Zoning Ordinance and all applicable regulations of the Township shall apply to the Property, and any violation of such Codes, Ordinances and regulations by Fisk, its successors or assigns, or occupant of the Property shall be deemed a breach of this Agreement, as well as a violation of the Township Code or Ordinance.

5.12 This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. In the event of any litigation relating to this

Agreement or the PBD, the parties consent to the venue in and to the exclusive jurisdiction of the courts of and in the State of Michigan, including the federal courts.

5.13 Fisk has negotiated with the Township the terms of the Agreement, which represents the product of the joint efforts and mutual agreements of Fisk and the Township.

5.14 This Agreement, together with the PBD Documents, are intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein.

5.15 The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

5.16 Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PBD Agreement which apply, the Township Board, in the reasonable exercise of its discretion, shall determine the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of this Agreement and the PBD Plan. In the event there exists any conflict between this Agreement and the PBD Plans and current and future Township Zoning Ordinance provisions, this Agreement and the PBD Plan shall apply.

5. Exhibit C should be amended to add the following Condition as #5:

5. Developer shall execute and record an easement to the Township for the safety path on the Property along M-59.

6. The Township's approval of this First Amendment to Planned Business Development Agreement, and the use of the Property and any development thereof, are subject to compliance with this Agreement and the following additional conditions:

- a) Submission by Fisk of engineering construction plans and approval by the Township's Engineering Consultant. Such plans shall comply with all applicable ordinances, standards, rules, regulations, and requirements of the Township as determined by the Engineering Consultant, including without limitation its comments in the July 28, 2026 correspondence to the Community Development Director relating to the Revised PBD Plan.
- b) The requirements of the Township as determined by the Planning Consultant, including without limitation its comments in the July 27, 2026 correspondence from Matteo Passalacqua, of Carlisle Wortman Associates, Inc., the Township's Planning Consultant, relating to the PBD Plan.

- c) The requirements of the Fire Department, including without limitation, the requirements set forth in correspondence dated June 8, 2026, issued by the Fire Department to the Community Development Director, and applicable fire and safety codes adopted by the Township.
- d) Conditions imposed on the Development by the Planning Commission during Revised PBD Plan review, conditions recommended by the Township's Planning Consultant and Engineer and any other staff, and any other reasonable conditions, which may be subsequently imposed on the site plan, landscape plan, and engineering plans that are not contrary to this Agreement and the approved PBD Plan.
- e) Fisk shall be required to repair/replace any broken sections of concrete within the frontage sidewalk adjacent to the site along M-59 as determined by the Township Engineering Consultant.

7. Fisk acknowledges that, at the time of the execution of this Agreement, Fisk has not yet obtained engineering approvals for the development of the Property. Fisk acknowledges that the Township's Engineering Consultant may impose additional conditions other than those contained in this Agreement and First Amendment to Planned Business Development Agreement during their plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the Revised PBD Plan and shall not change or eliminate any development right authorized thereby. The plans approved by the Engineering Consultant and any conditions imposed thereby, shall be incorporated into and made a part of this Agreement automatically upon issuance of the Engineering Consultant's approval of same and without the necessity of amending this Agreement, and shall be enforceable against Fisk in the event it proceeds with the development of the Property.

8. The exhibits attached hereto and the recital paragraphs set forth above are hereby incorporated into this First Amendment to Planned Business Development Agreement by this reference as though fully set forth herein.

9. The parties acknowledge and agree that, except as expressly set forth in the First Amendment to Planned Business Development Agreement; all of terms, conditions and obligations contained in the Agreement remain unchanged and are in full force and effect.

10. This First Amendment to Planned Business Development Agreement shall be recorded at the Oakland County Register of Deeds Office.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

FISK:

59 & FISK RE HOLDINGS, LLC, a Michigan limited liability company

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, before me personally appeared _____, the _____ of 59 & Fisk Re Holdings, LLC, a Michigan limited liability company, who acknowledged that he/she signed this agreement on behalf of said company.

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

TOWNSHIP:

CHARTER TOWNSHIP OF WHITE LAKE, a Michigan municipal corporation

By: Rik Kowall
Its: Township Supervisor

By: Anthony Noble
Its: Township Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, before me personally appeared Rik Kowall, the Township Supervisor, and Anthony Noble, the Township Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the Township of White Lake.

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

Exhibits:
A –Property Legal Description
B – PBD Plans

Drafted Jointly By:
Lisa J. Hamameh, Esq.
Rosati Schultz Joppich & Amtsbuechler, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

When Recorded, Return To:
Township Clerk
Township of White Lake
7525 Highland Road
White Lake, MI 48383

and

_____, Esq.

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

DRAFT

EXHIBIT B

REVISED PBD PLANS

DRAFT