

STATE OF MICHIGAN
77th DISTRICT COURT

24-65654-LT

GOTION, INC., *a California corporation,*

Plaintiff,

v.

STEPHAN FENSTERMACHER, an individual,

Defendant.

Case No. 24 - _____ -LT

HON. _____

**COMPLAINT FOR TERMINATION OF
TENANCY, JUDGMENT OF POSSESSION
AND ORDER OF EVICTION**

Ashley G. Chrysler (P80263)
Matthew E. Sierawski (P83524)
WARNER NORCROSS + JUDD LLP
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Attorneys for Plaintiff

THERE IS NO OTHER PENDING OR RESOLVED CIVIL ACTION
ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE
ALLEGED IN THIS COMPLAINT.

Plaintiff Gotion, Inc. (“Landlord”), by its attorneys, Warner Norcross & Judd LLP,
complains against Defendant Stephan Fenstermacher (“Tenant”) as follows:

JURISDICTION

1. The eviction of a residential tenant from a leasehold is within the jurisdiction of
this Court. MCL § 600.5704.

GENERAL ALLEGATIONS

2. Landlord is a California corporation that conducts business in the County of
Mecosta, State of Michigan.

3. Landlord owns the real property located at 21677 18 Mile Road in the County of Mecosta (the “Premises”).

4. Landlord leased the Premises to Stephan Fenstermacher (“Tenant”) pursuant to an Occupancy Agreement. The Occupancy Agreement is attached hereto as **Exhibit 1**.

5. Landlord declares that the Premises was kept fit for the use intended and has been kept in reasonable repair during the term of the tenancy.

6. On December 21, 2023, Landlord issued Tenant a notice terminating the Occupancy Agreement pursuant to Section 7(b). The Termination Notice is attached hereto as **Exhibit 2**.

7. Pursuant to the Termination Notice, Landlord demanded that Tenant vacate the Premises within 30 days.

8. Tenant did not vacate the Premises.

9. On January 24, 2024 Landlord issued Tenant a Notice to Quit to Recover Possession of Property pursuant to MCL § 554.134(1), MCL 600.5714(1)(c)(i), and MCL 600.5714(1)(c)(iii) (the “Notice to Quit”). The Notice to Quit was sent via first-class mail addressed to Tenant.

10. The Notice to Quit showing when and how it was served is attached hereto as **Exhibit 3**.

11. Pursuant to the Notice to Quit, Tenant was required to vacate the Premises by February 26, 2024.

12. Tenant has failed to vacate in response to the Notice to Quit and remains in possession of the Premises.

EXHIBIT 1

POST CLOSING OCCUPANCY AGREEMENT

3/15 THIS POST CLOSING OCCUPANCY AGREEMENT ("**Agreement**") is made as of July 3, 2023 ("**Effective Date**"), by and between GOTION, INC., a California corporation, of 48660 Kato Road, Fremont, California 94538 ("**Gotion**"), and STEPHEN A. FENSTERMACHER (a/k/a Stephan Fenstermacher) (erroneously previously referenced as Stephen A. Fenstermacher), of 18573 Northland Drive, Big Rapids, Michigan 49307 ("**Occupant**"). Gotion and Occupant are sometimes collectively referred to in this Agreement as the "**Parties**."

A. Gotion's predecessor in interest and Occupant entered into a Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family (the "**Purchase Agreement**") on October 15, 2021, as amended, wherein Gotion agreed to purchase and Occupant agreed to sell certain parcels in Green Township, Mecosta County, Michigan, more specifically described in the Purchase Agreement (the "**Property**").

B. Occupant has, as of the Effective Date, conveyed to Gotion the Property, a portion of which Property has been used by Occupant for residential purposes.

C. Occupant desires to occupy a portion of the Property post-closing for residential purposes ("**Permitted Use**") and Gotion desires to provide for the continued possession of a portion of the Property by Occupant for the Permitted Use subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Post-Closing Occupancy**. Occupant is given a license to continue to occupy that portion of the Property depicted on the attached **Exhibit A** ("**Licensed Space**") from and after the Effective Date until 5:00 p.m. on July 31, 2024 ("**Termination Date**"), or such earlier date as provided in Paragraph 7 of this Agreement ("**Term**"), subject to the following terms and conditions:

a. Occupant may occupy or make use of the Licensed Space for the purpose of a single-family residence during the term of this Agreement. Occupant's occupancy or use of the Licensed Space shall at all times be in compliance with all applicable laws, codes, and ordinances. No one other than Occupant may occupy or make use of the Licensed Space.

b. Occupant shall, at Occupant's cost, during the Term, maintain, repair and replace the Licensed Space in its same condition as of the Effective Date, reasonable wear and tear excepted.

c. Occupant shall be responsible for paying all utilities associated with the Licensed Space during the Term including, but not limited to, electric, gas, telephone, cable or satellite television, water, sewer and garbage service.

d. Occupant shall not make any improvements, alterations or other changes to the Licensed Space without the prior written consent of Gotion.

e. Occupant shall be responsible for performing routine cleaning, lawn maintenance and snow removal with respect to the Licensed Space.

2. **Liability.** Occupant shall occupy the Licensed Space at Occupant's sole risk and shall be responsible for maintaining insurance on Occupant's personal property, fixtures and equipment located on the Licensed Space. GOTION IS NOT RESPONSIBLE FOR PERSONAL INJURY OR FOR INSURING OCCUPANT'S PERSONAL PROPERTY. OCCUPANT IS SPECIFICALLY ENCOURAGED TO OBTAIN INSURANCE COVERING OCCUPANT'S PERSONAL PROPERTY. Occupant hereby waives all right of recovery and agrees not to assign or transfer any right of subrogation to its insurance carrier or any other party as to any and all damage to or destruction of any property of the Occupant in or about the Licensed Space.

3. **Indemnification.** To the extent allowed by applicable law, Occupant shall defend, indemnify and hold Gotion harmless from and against all claims, actions, losses, damages and expenses (including, without limitation, actual attorneys' fees (with counsel selected by Gotion)) incurred by Gotion in connection with loss of life, personal injury or damage to property to the extent associated with and/or in any way arising from: (i) Occupant's use or occupation of the Licensed Space during the Term; and/or (ii) any act or omission of Occupant and Occupant's agents, contractors, subcontractors, guests and invitees. The obligations of Occupant described in this subparagraph shall survive the expiration of this Agreement.

4. **Rent.** Occupant shall pay rent for the Licensed Space to Gotion in the amount of \$-0-.

5. **Taxes.** Gotion shall pay the real estate taxes and installments of special assessments levied upon the Property after the date of this Agreement.

6. **Assignment and Leasing.** Occupant may not assign this Agreement in whole or in part. Occupant may also not lease the Licensed Space during the term of this Agreement.

7. **Termination of Agreement.** This Agreement shall terminate and Occupant shall vacate the Licensed Space immediately upon the happening of the first of any of the following events:

- a. The Termination Date;
- b. The default by Occupant under any provision contained in this Agreement; or
- c. Occupant's written notice to Gotion that Occupant desires to terminate this Agreement. In such case, Occupant shall specify the date of termination in the written notice.

8. **Expenses of Enforcement; Performance.** In the event of any dispute related to the subject matter of this Agreement including, but not limited to, the failure of Occupant to timely vacate the Licensed Space, the prevailing party in such dispute shall be entitled to all costs and expenses incurred as a result of the same including reasonable attorneys' fees.

9. **Notices.** Any notice required or permitted under this Agreement shall (unless expressly permitted to be verbal) be in writing and shall be considered properly delivered when addressed to the party to receive such notice at its address set forth above and given personally or mailed by recognized overnight courier, postage prepaid. An address for delivery of notices may be changed by similar notice.

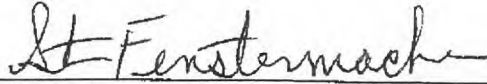
10. **Removal of Occupant's Property.** Upon the expiration or termination of this Agreement, Occupant must immediately remove all of Occupant's personal property from the Licensed Space. Any personal property not removed by Occupant within five (5) days after Occupant has vacated the Licensed Space will be considered by the Parties to be abandoned, and Gotion may, at its option, remove and dispose of such property. Upon the termination of this Agreement, Occupant shall return any keys to the Licensed Space to Gotion.

11. **Fire or Destruction.** If the home located on the Licensed Space, or any substantial part of the home located on the Licensed Space, is destroyed or rendered untenable by fire or other casualty, as determined by Gotion in its sole discretion, then this Agreement shall terminate and Occupant shall vacate the Licensed Space.

12. **Miscellaneous.** If any part of this Agreement is held invalid, then the other provisions of this Agreement will remain in full force and effect. The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Occupant and Gotion and their respective heirs, distributees, executors, administrators, personal representatives, successors, and permitted assigns. This Agreement constitutes the entire agreement between the Parties. No failure of a party to this Agreement to exercise any of the rights or remedies provided by this Agreement shall be considered a waiver of such right or remedy and no waiver of such a right or remedy on one occasion shall be deemed a waiver of such right or remedy on any future occasion. This Agreement may be signed in one or more counterparts, and by different parties to this Agreement on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures.

[Signature Page Follows.]

Occupant and Gotion have signed this Agreement as of the date first indicated above.



STEPHAN A. FENSTERMACHER

GOTION, INC.

By: 

DocuSigned by:
Stephan A. Fenstermacher

Its: President

28536690-2

EXHIBIT 2



Warner Norcross + Judd LLP

December 21, 2023

Via Hand Delivery

Stephan Fenstermacher
18573 Northland Drive
Big Rapids, Michigan 49307

Re: Notice of Expiration of the License Agreement and Immediate Termination of the Occupancy Agreement

Dear Mr. Fenstermacher:

This firm represents Gotion, Inc. In July 2023, you conveyed several parcels of land to Gotion, which are shown in **Exhibit A**. In so doing, you executed an Amended and Restated License Agreement (the “License Agreement”) and Post-Closing Occupancy Agreement (the “Occupancy Agreement”). The License and Occupancy Agreements are attached hereto as **Exhibits B** and **C**, respectively.

The License Agreement expired on December 15, 2023, and as explained below, given your numerous defaults under both agreements, Gotion is now exercising its right to immediately terminate the Occupancy Agreement. Accordingly, Gotion demands that you vacate the property no later than thirty days from your receipt of this letter. Gotion also demands that you reimburse Gotion for any costs Gotion will incur to restore the property back to its pre-closing condition. Gotion is currently obtaining quotes for the specific amounts and will invoice you directly once those amounts are known.

Your obligations under the License Agreement

Per the License Agreement, Gotion, as owner, granted you temporary access to Parcels 1, 2, and 4-7 for the limited purpose of operating an asphalt paving business and removing broken concrete, broken asphalt, and asphalt millings. (Ex B, License Agreement § 1.) In exchange, you agreed to the following terms:

- You agreed to “return the Property to the condition the Property was at the time of [your] entry on such Property.” (*Id.* § 7.)
- You agreed to “remove all fixtures, equipment, refuse, or other things placed by [you] on the Property.” (*Id.*)
- You agreed to “not permit any of [your] guests, invitees, or licensees to perform any disorderly conduct or commit any crime or waste on the Property.” (*Id.* § 8.)

- And you agreed to “not keep as a guest, invitee or licensee any person objectionable to [Gotion],” and to “remove any such guest, invitee or licensee upon the request of [Gotion].” (*Id.*)

Your obligations under the Occupancy Agreement

Per the Occupancy Agreement, Gotion, as owner, also granted you a license to occupy Parcel 5 as a single-family residence through July 31, 2024. In exchange, you agreed to the following terms:

- You agreed that your “occupancy or use of [Parcel 5] shall at all times be in compliance with all applicable laws, codes, and ordinances.” (Ex C, Occupancy Agreement § 1(a).)
- You agreed that “[n]o one other than [you] may occupy or make use of [Parcel 5].” (*Id.*)
- You agreed to “at [your] cost, during the Term, maintain, repair and replace [Parcel 5] in its same condition as of the Effective Date, reasonable wear and tear excepted.” (*Id.* § 1(b).)
- You agreed to “not make any improvements, alterations or other changes to [Parcel 5] without the prior written consent of Gotion.” (*Id.* § 1(d).)
- And you agreed to “vacate [Parcel 5] immediately upon the happening of . . . the default by [you] under any provision contained in this Agreement.” (*Id.* § 7(b).)

You have breached the License and Occupancy Agreements

As discussed above, your temporary license to use and occupy the property is subject to the License and Occupancy Agreements. You have breached both. Specifically, you have made significant alterations and changes to the property without first obtaining Gotion’s permission. (Contra Ex B, License Agreement § 7; Ex C, Occupancy Agreement § 1(b), (d)). For example, you removed two entry gates from the ground, destroying the surrounding asphalt in the process. (Ex D, Photographs.) You have also left massive brush and scrap material piles on the property that you refuse to remove. Indeed, it’s now impossible for you to return the property to Gotion in the same condition, which itself is a breach of the License and Occupancy Agreements. (Ex B, License Agreement § 7; Ex C, Occupancy Agreement § 1(b).)

Beyond the physical damage done to the property, you also routinely permitted guests to access the property over Gotion’s objection. (Ex B, License Agreement § 8; Ex C, Occupancy Agreement § 1(a).) Specifically, you gave your son permission to hunt the property despite Gotion instructing you to stop doing so. Moreover, your son has continued to bait and feed deer on the property, a practice that is banned in the Lower Peninsula. (Ex B, License Agreement (agreeing not to “permit any of [your] guests . . . to perform any disorderly conduct or commit any crime”); Ex C, Occupancy Agreement § 1(a) (agreeing that your “occupancy or use of [Parcel 5] shall at all

Stephan Fenstermacher

December 21, 2023

Page 3

times be in compliance with all applicable laws, codes, and ordinances,” and that “[n]o one other than [you] may occupy or make use of [Parcel 5].”). In short, you’ve breached the License and Occupancy Agreements in numerous ways.

While the License Agreement expired on December 15, 2023, Gotion is now exercising its right to terminate the Occupancy Agreement in accordance with Section 7(b). Accordingly, Gotion demands that you vacate the property no later than thirty days from your receipt of this letter. Gotion also demands that you reimburse Gotion for any costs Gotion will incur to restore the property back to its pre-closing condition. As noted, Gotion is currently obtaining quotes for the specific amounts and will invoice you directly once those amounts are known. Should you fail to comply with these demands, Gotion reserves all rights and remedies at law and equity, including bringing legal action against you for your breach of the License and Occupancy Agreements. We look forward to hearing from you.

Sincerely,

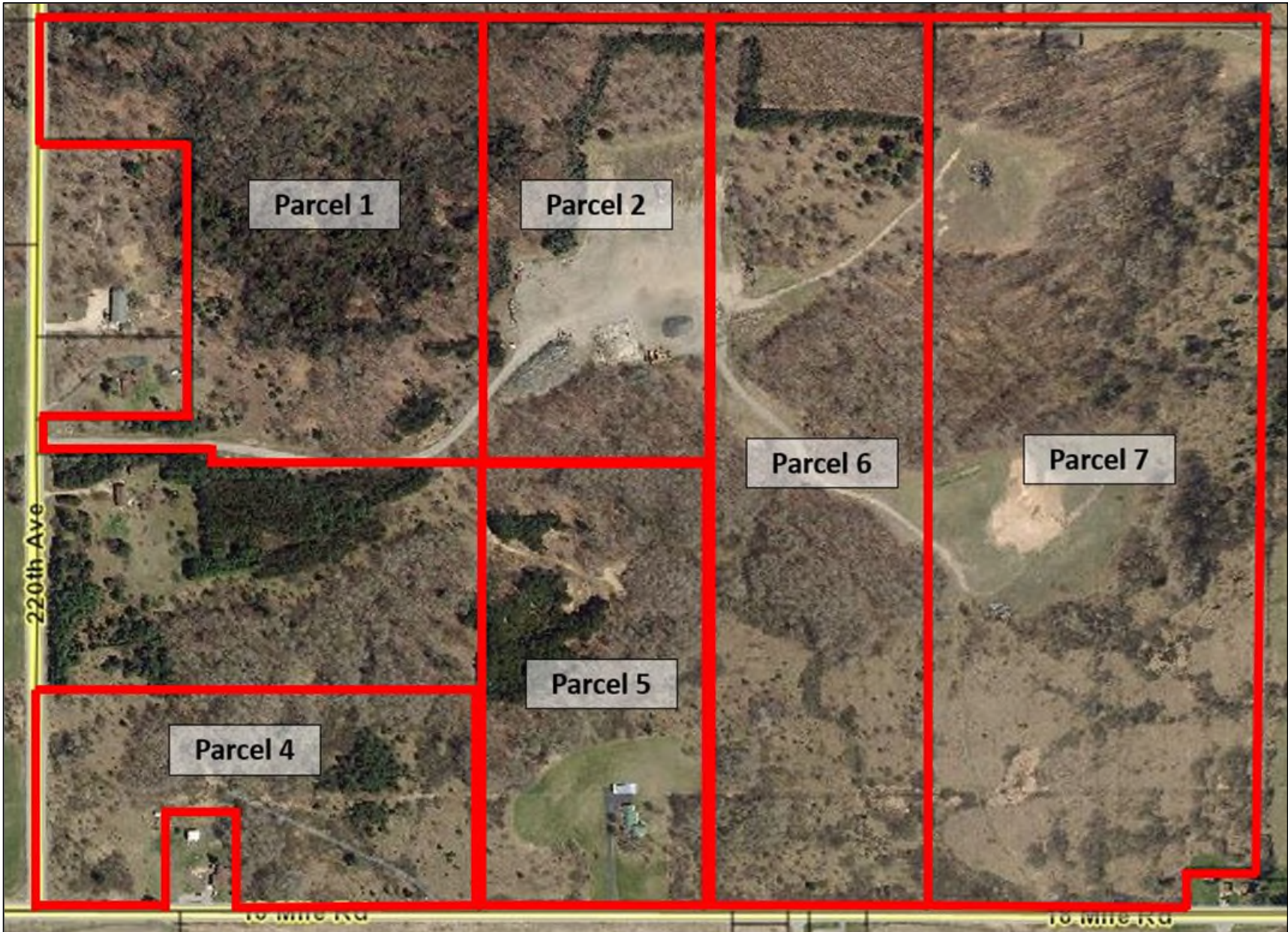


Ashley G. Chrysler

AGC/jmb
Attachment

207295.207295 #29716309-5

Exhibit A



Parcel 1

Parcel 2

Parcel 6

Parcel 7

Parcel 5

Parcel 4

220th Ave

10 Mile Rd

10 Mile Rd

Exhibit B

AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT ("**Agreement**") is made and entered into effective as of Sept., 2023 ("**Effective Date**"), by and between GOTION, INC., a California corporation, of 48660 Kato Road, Fremont, California 94538 ("**Licensor**") and STEPHAN A. FENSTERMACHER (a/k/a Stephan Fenstermacher) (erroneously previously referenced as Stephen A. Fenstermacher), of 18573 Northland Drive, Big Rapids, Michigan 49307 ("**Licensee**"), based upon the following facts:

A. Licensor owns certain parcels of real estate located in the Township of Green, Mecosta County, Michigan, and legally described on **Exhibit A** attached to this Agreement (the "**Property**");

B. Licensee is the owner of certain construction materials located on the Property including, without limitation, broken concrete, broken asphalt, and asphalt millings (the "**Materials**");

C. Licensor and Licensee entered into a License Agreement dated July 31, 2023 ("**Prior Agreement**") for the purpose of providing Licensee with access to remove the Materials from the Property;

D. Additionally, Licensee also operates an asphalt paving business (the "**Business**") from the Property; and

E. Licensor and Licensee desires to amend and restate the Prior Agreement so that Licensee can obtain a license to access the Property to remove the Materials and operate the Business, and Licensor is willing to allow Licensee the right to access the Property for purposes of removing the Materials and operating the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Grant of Permission. Licensor hereby grants to Licensee and Licensee's agents, contractors, and invitees, a temporary license to enter and exit the Property for the limited purpose of removing the Materials and operating the Business.

2. Term of License. The term of this Agreement shall commence on the Effective Date and expire at 5:00 p.m. on December 15, 2023 (the "**Term**"). Notwithstanding the foregoing, Licensor may terminate this Agreement prior to the expiration of the Term immediately upon written notice if Licensee breaches any obligation, representation, or warranty hereunder.

3. License Fee. The permission and license granted to Licensee under this Agreement is given to Licensee by Licensor as an accommodation to Licensee only and it shall be without charge to Licensee. Licensee acknowledges the title of Licensor to the Property and agrees not to resist or deny such title.

4. Buildings or Structures. Licensee shall not erect any permanent buildings or other structures on the Property.

5. No Interest or Estate. Licensee expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property of Licensor by virtue of the rights granted under this Agreement or its occupancy or use under this Agreement.

6. Condition of Property Not Warranted. Licensor will have no obligation to perform any work at the Property, and Licensee acknowledges that it has accepted the Property in its "AS IS" condition, and that Licensor has made no representation or warranty, express or implied, concerning the condition of the Property, including, but not limited to, any warranty of fitness for any particular purpose.

7. Care of Property. Licensee agrees and covenants to peaceably surrender possession of the Property upon the termination of this Agreement. Upon termination, Licensee shall return the Property to the condition the Property was at the time of Licensee's entry on such Property under this Agreement. Licensee shall remove all fixtures, equipment, refuse, or other things placed by Licensee, its agents, guests, invitees, or licensees on the Property, and if Licensee shall fail to do so, Licensor may make such removal at Licensee's expense.

8. No Commercial Use or Nuisance. Licensee shall not use the Property for commercial purposes other than the use specified in Section 1 of this Agreement and shall not permit any of Licensee's guests, invitees, or licensees to perform any disorderly conduct or commit any crime or waste on the Property. Licensee shall not permit any objectionable odor or noise to be emitted, or permit anything that tends to create a nuisance, or disturb others, or injure the reputation of Licensor or Property. Licensee shall not keep as a guest, invitee or licensee any person objectionable to Licensor and shall remove any such guest, invitee or licensee upon the request of Licensor. Licensee shall not permit or allow any alcoholic beverages to be consumed, dispensed, sold, or provided on the Property during the Term of this Agreement.

9. Compliance with Laws. Licensee shall comply with all applicable laws, rules and regulations, whether federal, state, county or municipal, relating to Licensee's activities on the Property and shall be responsible for all actual expenses and costs associated with its obligation to comply with all applicable laws, rules, and regulations (including without limitation permit, license, and inspection costs assessed by any governmental authority).

10. Indemnification. Licensee shall defend, indemnify and hold harmless Licensor and Licensor's parent or subsidiary companies and their respective officers, directors, shareholders, agents, and employees from and against any and all claims, demands, causes of action, losses, damages, or liability for government fines or penalties, personal injury, property damage, or loss of life or property resulting from, or in any way connected with, directly or indirectly, Licensee's activities under this Agreement or Licensee's breach of any obligation hereunder, except liability for personal injury, property damage, or loss of life or property to the extent caused by the negligence or willful misconduct of Licensor or any other person. The indemnification obligations set forth in this Section shall not be limited and shall survive termination of this Agreement.

11. Insurance. During the Term of this Agreement, Licensee shall, at Licensee's cost, maintain in effect insurance of the following types and in the following minimum amounts, all of which shall contain commercially reasonable deductibles and co-insurance amounts: (a) Workers' Compensation at statutory limits; (b) Commercial General Liability (including coverages for


bodily injury, personal injury, and property damage) at Two Million Dollars (\$2,000,000.00) per occurrence; and (c) Comprehensive Automobile Liability (including coverage for bodily injury and property damage) at Two Million Dollars (\$2,000,000.00) per occurrence. Any coverage amounts required by this Section may be achieved by umbrella or excess policies that comply with the other requirements of this Section. Licensee shall notify Licensor in the event of any cancellation or expiration of any of its required insurance policies. Within ten (10) days following execution of this Agreement, Licensee shall provide Licensor with certificates of insurance evidencing the insurance coverages and endorsements as required in this Section and name Licensor as an additional insured. Nothing in this Section is intended to reduce, limit, or abrogate Licensee's liability under this Agreement. The obligations set forth in this Section shall survive termination of this Agreement.

12. Environmental. Neither Licensee nor Licensee's contractors, agents, employees, invitees and guests shall generate, release, store or dispose of hazardous materials, as defined by federal, state or local statutes, ordinances, rules or regulations ("**Hazardous Materials**"), at, upon, under or within any portion of the Property. Licensee shall notify Licensor immediately in the event of any discharge or discovery of any Hazardous Material, at, upon, or under, the Property which is not in compliance with such laws, rules and regulations. Licensee shall defend, hold harmless and indemnify Licensor against and from any damage, loss, expenses or liability resulting from the violation of this Paragraph, including all attorneys' fees and costs incurred as a result thereof. All of the covenants and indemnities of this Paragraph shall survive the termination of this Agreement.

13. Miscellaneous. Licensee's privileges, grant of license and permission under this Agreement shall not be assigned or sub-licensed by Licensee in whole or in part. Any attempted assignment or sub-license by Licensee in violation hereof shall be null and void and shall constitute a breach of this Agreement by Licensee. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, without regard to conflict of laws principles. This Agreement shall be binding on the parties and their respective heirs, administrators, successors, and permitted assigns. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, whether written or verbal, relating to the subject matter hereof. Any change in the provisions of this Agreement made subsequent to its execution shall be made by formal amendments executed and approved in the same manner as this Agreement; such modification must be in writing and signed by both parties hereto in order to be effective. This Agreement may be executed in counterparts, which, when combined, shall constitute a binding and legal document. Electronic copies and signature sent in PDF format shall be treated as originals. Licensor and Licensee agree that this Agreement amends and restates the Prior Agreement.


IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement by their respective duly authorized officers as of the Effective Date.

GOTION, INC.

By:  _____
DocuSigned by:
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Chen Li

Its: President

"Licensor"

 _____
STEPHAN A. FENSTERMACHER

"Licensee"

20223897

EXHIBIT A

Property

Parcel 1:

Land in the Township of Green, Mecosta County, MI, described as follows:

The Northwest 1/4 of the Southwest 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan, Except the North 243 feet of the South 375 feet of the West 450 feet thereof, ALSO EXCEPT: The South 30 feet of the West 500 feet thereof.

Except,

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan, described as Commencing at the Southwest Corner of said Section; thence North 00 degree 10 minutes 03 seconds East along the West line of said Section a distance of 1687.68 feet to the point of beginning; thence continuing North 00 degree 10 minutes 03 seconds East along said West Section line a distance of 290.40 feet; thence South 89 degrees 38 minutes 38 seconds East parallel with the South 1/16 line of said Section a distance of 450.00 feet; thence South 00 degrees 10 minutes 03 seconds West parallel with said West Section line a distance of 290.40 feet; thence North 89 degrees 38 minutes 38 seconds West parallel with said South 1/16 line a distance of 450.00 feet to the point of beginning;

Also Except,

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan, described as Commencing at the Southwest Corner of said Section; thence North 00 degree 10 minutes 03 seconds East along the West line of said Section a distance of 1978.08 feet to the point of beginning; thence continuing North 00 degree 10 minutes 03 seconds East along said West Section line a distance of 290.40 feet; thence South 89 degrees 38 minutes 38 seconds East parallel with the South 1/16th line of said Section a distance of 450.00 feet; thence South 00 degrees 10 minutes 03 seconds West parallel with said West Section line a distance of 290.40 feet; thence North 89 degrees 38 minutes 38 seconds West parallel with said South 1/16th line a distance of 450.00 feet to the point of beginning.

Tax Parcel No.: 54-01-033-021-903

Parcel 2:

Land in the Township of Green, Mecosta County, MI, described as follows:

The West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan.

Tax Parcel No.: 54-01-033-021-600

Parcel 4:

Land in the Township of Green, Mecosta County, MI, described as follows:

South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 16 North, Range 10 West, Green Township, Mecosta County, Michigan.

EXCEPT

Part of the Southwest 1/4 of the Southwest 1/4, Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan, described as commencing at the Southwest corner of said Section; thence North 89°04'59" East along the South line of said Section 381.21 feet to the point of beginning; thence North 00°55'01" West a distance of 296.00 feet; thence North 89°04'59" East parallel with the South line of said Section a distance of 208.00 feet; thence South 00°55'01" East a distance of 296.00 feet; thence South 89°04'59" West along said South Section line a distance of 208.00 feet to the point of beginning.

Tax Parcel No.: 54-01-033-022-201

Parcel 5:

Land in the Township of Green, Mecosta County, MI, described as follows:

The West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan.

Tax Parcel No.: 54-01-033-022-600

Parcel 6:

Land in the Township of Green, Mecosta County, MI, described as follows:

The East 1/2 of the East 1/2 of the Southwest 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan.

Tax Parcel No.: 54-01-033-021-500

Parcel 7:

Land in the Township of Green, Mecosta County, MI, described as follows:

West 60 acres of the West 1/2 of the Southeast 1/4 of Section 33, Township 16 North, Range 10 West, EXCEPTING a parcel in the Southeast corner thereof, described as commencing 990 feet East of the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 33, said point being the point of beginning; thence 135.5 feet North; thence 214.5 feet West; thence 135.5 feet South; thence 214.5 feet East to the point of beginning. ALSO EXCEPTING Part of the Southeast 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan, described as: BEGINNING at the Center of said Section 33; thence S89°34'52"E 991.43 feet along the North line of said Southeast 1/4 to the East line of the West 3/4 of the West 1/2 of said SE 1/4 (previously deeded as the East line of the West 60 acres of the West 1/2 of the Southeast 1/4 of Section 33); thence S00°03'44"E 75.00 feet along said East line; thence N89°34'52"W 991.41 feet to the West line of said Southeast 1/4; thence N00°04'17"W 75.00 feet along said West line to the Place of Beginning.

The above parcel may also be described as follows:

Part of the Southeast 1/4 of Section 33, Town 16 North, Range 10 West, Green Township, Mecosta County, Michigan, described as: BEGINNING at the South 1/4 Corner of said Section 33; thence North 00°04'17" West 2528.48 feet along the West line of said Southeast 1/4; thence South 89°34'52" East 991.41 feet, parallel with and 75.00 feet South of the North line of said Southeast 1/4 to the East line of the West 3/4 of the West 1/2 of said SE 1/4 (previously deeded as the East line of the West 60 acres of the West 1/2 of the SE 1/4 of Section 33); thence South 00°03'44" East 2388.14 feet along said East line; thence North 89°51'39" West 214.50 feet; thence South 00°03'44" East 135.50 feet to the South line of said Southeast 1/4; thence North 89°51'39" West 776.48 feet along said South line to the Place of Beginning.

Tax Parcel No.: 54-01-033-031-000 (part)

Exhibit C

POST CLOSING OCCUPANCY AGREEMENT

3/15 THIS POST CLOSING OCCUPANCY AGREEMENT ("**Agreement**") is made as of July 3, 2023 ("**Effective Date**"), by and between GOTION, INC., a California corporation, of 48660 Kato Road, Fremont, California 94538 ("**Gotion**"), and STEPHEN A. FENSTERMACHER (a/k/a Stephan Fenstermacher) (erroneously previously referenced as Stephen A. Fenstermacher), of 18573 Northland Drive, Big Rapids, Michigan 49307 ("**Occupant**"). Gotion and Occupant are sometimes collectively referred to in this Agreement as the "**Parties**."

A. Gotion's predecessor in interest and Occupant entered into a Buy and Sell Agreement for Office, Commercial, Industrial and Multi-Family (the "**Purchase Agreement**") on October 15, 2021, as amended, wherein Gotion agreed to purchase and Occupant agreed to sell certain parcels in Green Township, Mecosta County, Michigan, more specifically described in the Purchase Agreement (the "**Property**").

B. Occupant has, as of the Effective Date, conveyed to Gotion the Property, a portion of which Property has been used by Occupant for residential purposes.

C. Occupant desires to occupy a portion of the Property post-closing for residential purposes ("**Permitted Use**") and Gotion desires to provide for the continued possession of a portion of the Property by Occupant for the Permitted Use subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Post-Closing Occupancy**. Occupant is given a license to continue to occupy that portion of the Property depicted on the attached **Exhibit A** ("**Licensed Space**") from and after the Effective Date until 5:00 p.m. on July 31, 2024 ("**Termination Date**"), or such earlier date as provided in Paragraph 7 of this Agreement ("**Term**"), subject to the following terms and conditions:

a. Occupant may occupy or make use of the Licensed Space for the purpose of a single-family residence during the term of this Agreement. Occupant's occupancy or use of the Licensed Space shall at all times be in compliance with all applicable laws, codes, and ordinances. No one other than Occupant may occupy or make use of the Licensed Space.

b. Occupant shall, at Occupant's cost, during the Term, maintain, repair and replace the Licensed Space in its same condition as of the Effective Date, reasonable wear and tear excepted.

c. Occupant shall be responsible for paying all utilities associated with the Licensed Space during the Term including, but not limited to, electric, gas, telephone, cable or satellite television, water, sewer and garbage service.

d. Occupant shall not make any improvements, alterations or other changes to the Licensed Space without the prior written consent of Gotion.

e. Occupant shall be responsible for performing routine cleaning, lawn maintenance and snow removal with respect to the Licensed Space.

2. **Liability.** Occupant shall occupy the Licensed Space at Occupant's sole risk and shall be responsible for maintaining insurance on Occupant's personal property, fixtures and equipment located on the Licensed Space. GOTION IS NOT RESPONSIBLE FOR PERSONAL INJURY OR FOR INSURING OCCUPANT'S PERSONAL PROPERTY. OCCUPANT IS SPECIFICALLY ENCOURAGED TO OBTAIN INSURANCE COVERING OCCUPANT'S PERSONAL PROPERTY. Occupant hereby waives all right of recovery and agrees not to assign or transfer any right of subrogation to its insurance carrier or any other party as to any and all damage to or destruction of any property of the Occupant in or about the Licensed Space.

3. **Indemnification.** To the extent allowed by applicable law, Occupant shall defend, indemnify and hold Gotion harmless from and against all claims, actions, losses, damages and expenses (including, without limitation, actual attorneys' fees (with counsel selected by Gotion)) incurred by Gotion in connection with loss of life, personal injury or damage to property to the extent associated with and/or in any way arising from: (i) Occupant's use or occupation of the Licensed Space during the Term; and/or (ii) any act or omission of Occupant and Occupant's agents, contractors, subcontractors, guests and invitees. The obligations of Occupant described in this subparagraph shall survive the expiration of this Agreement.

4. **Rent.** Occupant shall pay rent for the Licensed Space to Gotion in the amount of \$-0-.

5. **Taxes.** Gotion shall pay the real estate taxes and installments of special assessments levied upon the Property after the date of this Agreement.

6. **Assignment and Leasing.** Occupant may not assign this Agreement in whole or in part. Occupant may also not lease the Licensed Space during the term of this Agreement.

7. **Termination of Agreement.** This Agreement shall terminate and Occupant shall vacate the Licensed Space immediately upon the happening of the first of any of the following events:

- a. The Termination Date;
- b. The default by Occupant under any provision contained in this Agreement; or
- c. Occupant's written notice to Gotion that Occupant desires to terminate this Agreement. In such case, Occupant shall specify the date of termination in the written notice.

8. **Expenses of Enforcement; Performance.** In the event of any dispute related to the subject matter of this Agreement including, but not limited to, the failure of Occupant to timely vacate the Licensed Space, the prevailing party in such dispute shall be entitled to all costs and expenses incurred as a result of the same including reasonable attorneys' fees.

9. **Notices.** Any notice required or permitted under this Agreement shall (unless expressly permitted to be verbal) be in writing and shall be considered properly delivered when addressed to the party to receive such notice at its address set forth above and given personally or mailed by recognized overnight courier, postage prepaid. An address for delivery of notices may be changed by similar notice.

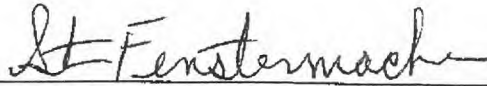
10. **Removal of Occupant's Property.** Upon the expiration or termination of this Agreement, Occupant must immediately remove all of Occupant's personal property from the Licensed Space. Any personal property not removed by Occupant within five (5) days after Occupant has vacated the Licensed Space will be considered by the Parties to be abandoned, and Gotion may, at its option, remove and dispose of such property. Upon the termination of this Agreement, Occupant shall return any keys to the Licensed Space to Gotion.

11. **Fire or Destruction.** If the home located on the Licensed Space, or any substantial part of the home located on the Licensed Space, is destroyed or rendered untenable by fire or other casualty, as determined by Gotion in its sole discretion, then this Agreement shall terminate and Occupant shall vacate the Licensed Space.

12. **Miscellaneous.** If any part of this Agreement is held invalid, then the other provisions of this Agreement will remain in full force and effect. The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Occupant and Gotion and their respective heirs, distributees, executors, administrators, personal representatives, successors, and permitted assigns. This Agreement constitutes the entire agreement between the Parties. No failure of a party to this Agreement to exercise any of the rights or remedies provided by this Agreement shall be considered a waiver of such right or remedy and no waiver of such a right or remedy on one occasion shall be deemed a waiver of such right or remedy on any future occasion. This Agreement may be signed in one or more counterparts, and by different parties to this Agreement on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures.

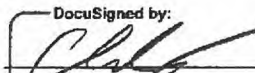
[Signature Page Follows.]

Occupant and Gotion have signed this Agreement as of the date first indicated above.



STEPHAN A. FENSTERMACHER

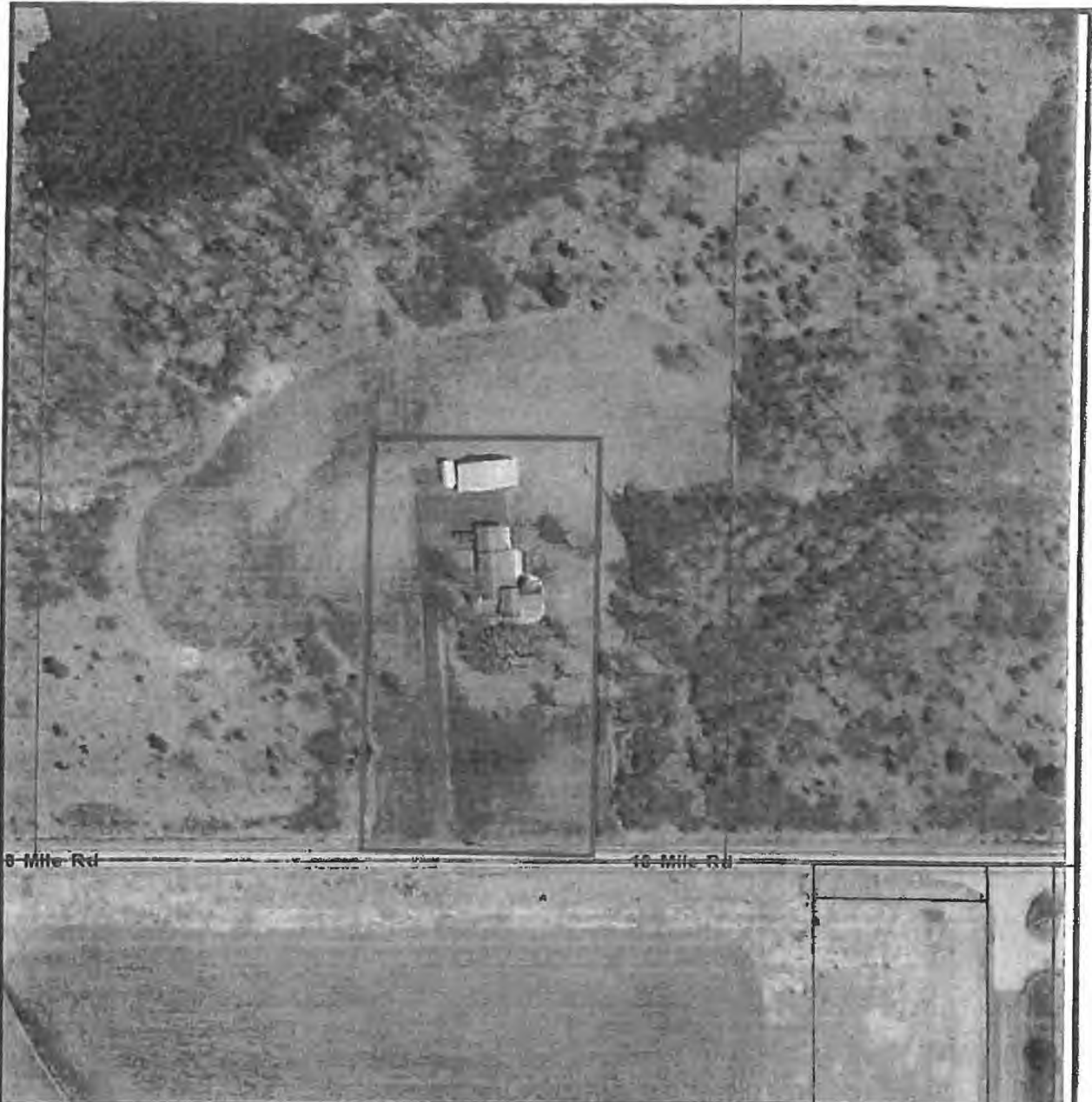
GOTION, INC.

By: 

DocuSigned by:
Stephan Li

Its: President

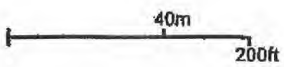
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Mecosta County GIS

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Map Publication:
09/30/2021 2:10 PM

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Mecosta County expresses no warranty for the information displayed on this map document.

Exhibit D











Exhibit E









EXHIBIT 3

77th STATE OF MICHIGAN JUDICIAL DISTRICT	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	CASE NO. and JUDGE
--	---	---------------------------

Court address: 400 Elm Street, Big Rapids, MI 49307
 Court telephone no.: (231) 592-0796

To: **(A)**
 [Stephan Fenstermacher
 18573 Northland Drive
 Big Rapids, Michigan 49307]

(B) 1. Your landlord/landlady, Gotion, Inc., is seeking to recover possession of property pursuant to
Name (type or print)

(C) MCL 554.134(1) or (3) (see instructions) other: MCL 600.5714(1)(c)(i) and wants to evict you from:

(D) Address or description of premises rented (if different from mailing address):
 21677 18 Mile Road
 Big Rapids, Michigan 49307

(E) 2. You must move by February 26, 2024 or your landlord/landlady may take you to court to evict you.
Date (*see note)

- 3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
- 4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

(F) January 24, 2024
Date
Ashley G. Chrysler
Signature of owner of premises or agent
150 Ottawa Ave., NW, Suite 1500
Address
Grand Rapids, Michigan 49503-2487 616-752-2217
City, state, zip Telephone no.

* **Note:** After foreclosure of the premises, the landlord/landlady must give notice as stated in the lease agreement or equal in time to at least one rental period, unless otherwise allowed by law. This does not apply to a 90-day notice given under the authority of Protecting Tenants at Foreclosure Act (PTFA), PL 111-21 §702; 123 Stat 1660, restored and revived by PL 115-174, title III, §304(c).

CERTIFICATE OF SERVICE

(G) I certify that on January 24, 2024 I served this notice on Stephan Fenstermacher
Date Name

- by delivering it personally to the person in possession.
 delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
 first-class mail addressed to the person in possession.
 electronic service to the person in possession (who has consented in writing to such service) at the following electronic service address: _____

/s/ Ashley G. Chrysler
Signature

77th STATE OF MICHIGAN JUDICIAL DISTRICT	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	CASE NO. and JUDGE
--	---	---------------------------

Court address: 400 Elm Street, Big Rapids, MI 49307
 Court telephone no.: (231) 592-0796

To: Stephan Fenstermacher
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 Big Rapids, Michigan 49307

1. Your landlord/landlady, Gotion, Inc., is seeking to recover possession of property pursuant to
Name (type or print)
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HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at www.michbar.org.
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at www.michiganlegalhelp.org. If you do not have Internet access at home, you can access the Internet at your local library.