CONTRACT AMENDMENT NO. 3

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
(AUTHORIZING BODY)

AND

CRESCENT ACADEMY
(PUBLIC SCHOOL ACADEMY)

CONTRACT AMENDMENT NO. 3

CRESCENT ACADEMY

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** ("College Board") to **CRESCENT ACADEMY** ("Academy") on **July 1, 2023** ("Contract"), the parties agree to amend the Contract as follows:

Amend Schedule to Add the Lahser Site Located at 26200 Lahser Road, Southfield, MI 48033.

1. Amend Contract Schedule 6: Physical Plant Description, by updating Schedule 6 with the material attached as Exhibit A.

This amendment is hereby approved by the College Board and the Academy through their authorized designees and shall have an effective date of January 5, 2026.

__________________________________ Dated: __________________

By: Mariah Wanic, Director of Charter Schools
Bay Mills Community College
Designee of College Board

__________________________________ Dated: __________________

By: Farrita Jackson, Board President
Crescent Academy
Designee of the Academy Board

Exhibit A

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The addresses of the proposed sites and physical plant (the "Proposed Site") of Crescent Academy ("Academy") are as follows:

A. Twelve Mile Site

Address #1: 17570 and 17550 West Twelve Mile Road
Southfield, Michigan 48076

Configuration of Grade Levels: Pre- Kindergarten, Kindergarten, First grade, Second grade, and Third grade

Description: The Academy is comprised of two buildings, the original a 30,952 sq. ft. two-story building which contains sixteen classrooms (6-12), a food service area, a multipurpose room, library, two conference rooms, five offices, restrooms, and additional 'open' space for future expansion. The second building located next door is a newly remodeled (2011) 8,329 sq. ft. single story building which contains 9 classrooms (K) a food service area, 3 offices and adequate toilet facilities.

Name of School District and Intermediate School District:

Local: Southfield Public Schools
ISD: Oakland Intermediate School District

B. Code Road Site

Address #2: 25175 Code Road
Southfield, MI 48033

Configuration of Grade Levels: Fourth through Sixth Grades

Description: Single story, multiple entrances, and brick construction. Approximately 22,000 square feet with 12 classrooms, a gym/multipurpose room, storage, offices and a food preparation room. There are ample ball fields and a playground with fall zone. The breezeway connecting the Academy wing to the rest of St. Michael's building will be blocked with a 2-hour demise wall. The site also includes two modular classroom units. One unit is approximately 9,070 square feet with 8 classrooms and 9 bathrooms. The second unit is approximately 6,660 square feet with 4 classrooms and 3 bathrooms.

Name of School District and Intermediate School District:

Local: Southfield Public Schools
ISD: Oakland Intermediate School District

B. Lahser Road Site

Address #2: 26200 Lahser Road
Southfield, MI 48033

Configuration of Grade Levels: Seventh through Eleventh Grades

Description: Crescent will be using 26200 Lasher Rd in Southfield Michigan. The building is a 3-story cement panel and glass building. The school is currently using both the 2nd and 3rd floors. The total building consists of 66,921 square feet. The building contains 15 classrooms, office space, multiple bathrooms, a kitchen, cafeteria, a maker space and many areas for pulling students of class for improved learning. The building was renovated in 2025 to accommodate the school's needs.

Name of School District and Intermediate School District:

Local: Southfield Public Schools
ISD: Oakland Intermediate School District

3. It is acknowledge and agreed that the following information about these Proposed Sites are provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

A. Narrative description of physical facility
B. Size of building
C. Scaled floor plan
D. Copy of executed lease or purchase agreement

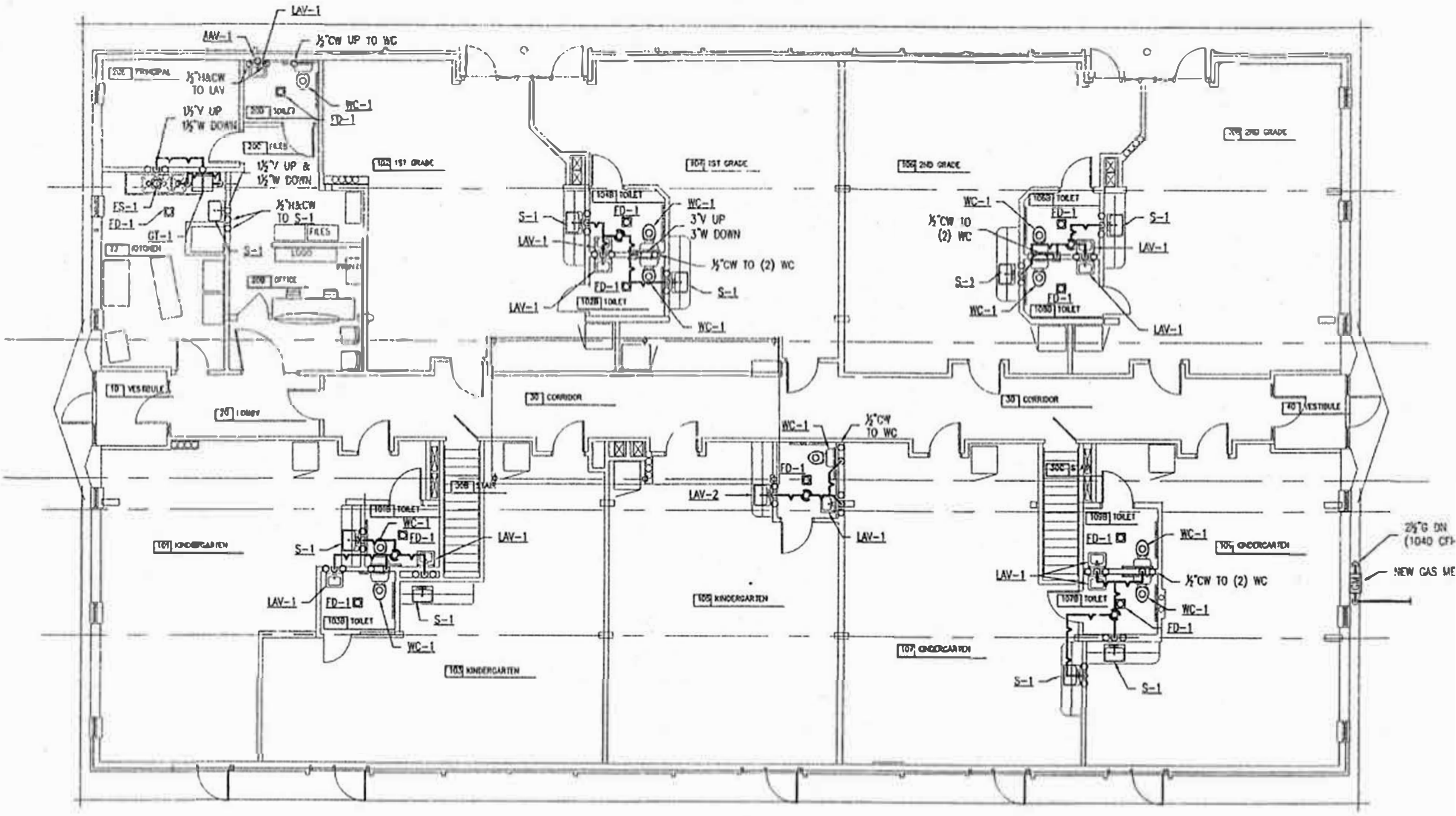
4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facilities. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

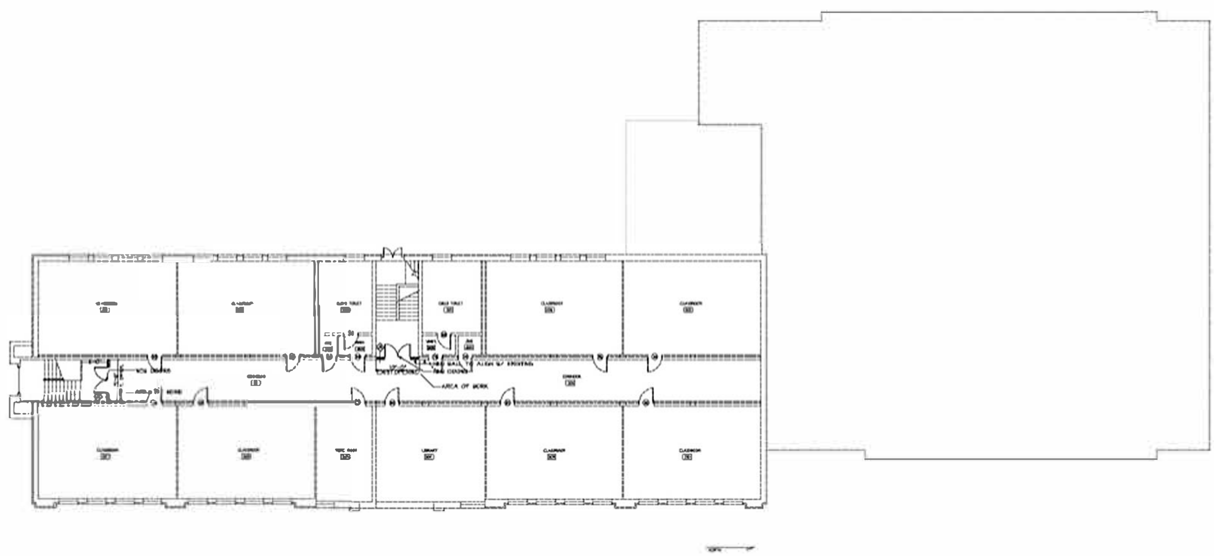
5. If the Proposed Sites described above are not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is

acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at these sites. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

Twelve Mile Site


LAV-1
½"CW UP TO WC
WC-1
FD-1
101 1ST GRADE
107 1ST GRADE
106 2ND GRADE
2ND GRADE
30 CORRIDOR
20 LOBBY
10 VESTIBULE
40 VESTIBULE
101 KINDERGARTEN
105 KINDERGARTEN
103 KINDERGARTEN
107 KINDERGARTEN
KINDERGARTEN
½"CW TO (2) WC
3"V UP
3"W DOWN
S-1
LAV-2
NEW GAS METER

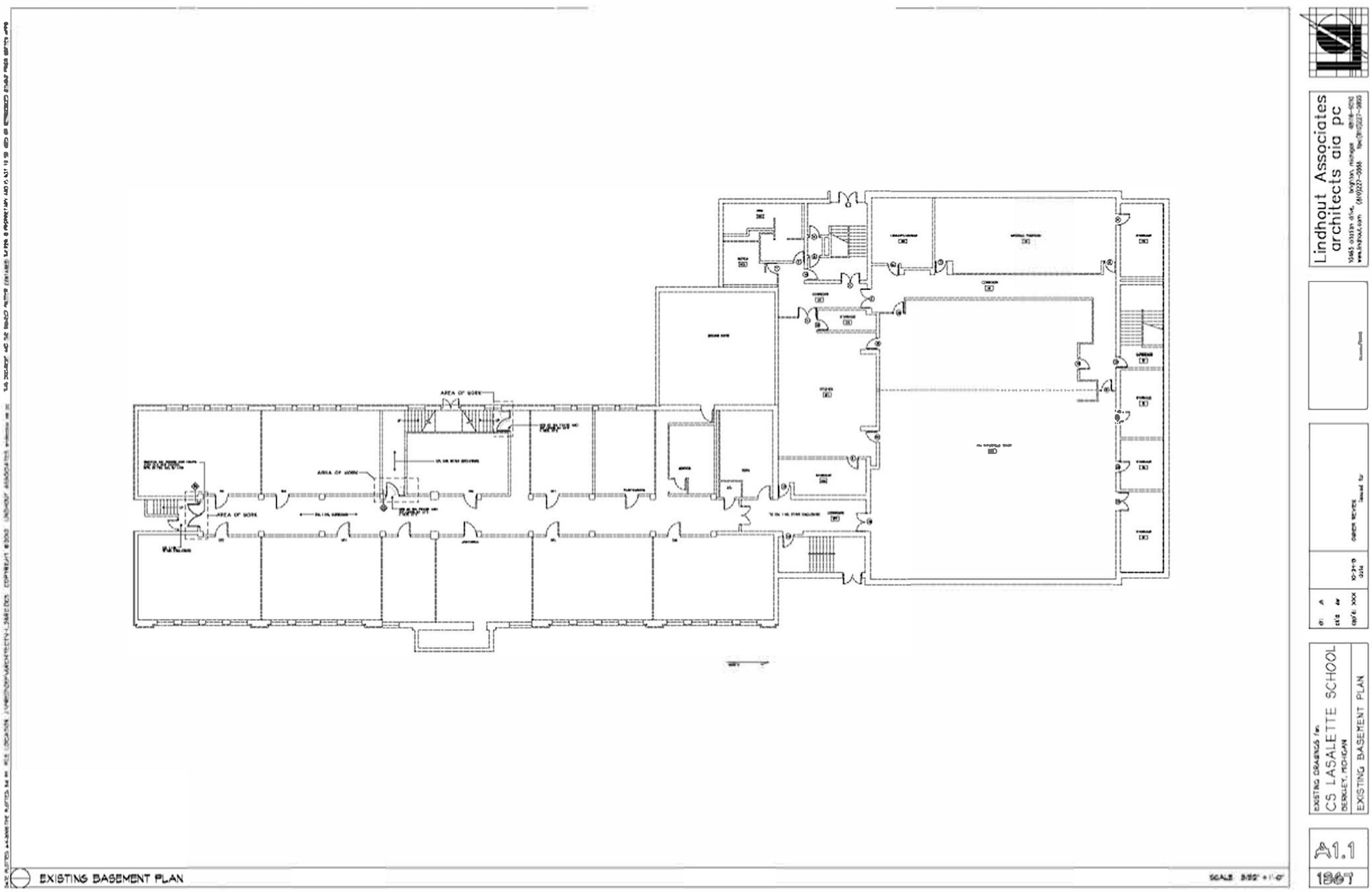


EXISTING SECOND FLOOR PLAN

Lindhout Associates
architects aia pc

EXISTING DRAWINGS for:
CS LASALETTE SCHOOL
EXISTING SECOND FLOOR PLAN

A1.2


AREA OF WORK
AREA OF WORK
AREA OF WORK
EXISTING BASEMENT PLAN
SCALE: 3/32" = 1'-0"
Lindhout Associates
architects aia pc
EXISTING DRAWINGS for:
CS LASALETTE SCHOOL
BERKLEY, MICHIGAN
EXISTING BASEMENT PLAN
A1.1
1367

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit No. LB020081
Crescent Academy
17570 W. 12 Mile
Southfield, Michigan
Wayne County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Charles E Curtis

Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

November 5, 2004

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B032282
Crescent Academy
17550 W 12 Mile Road
Southfield, Michigan
Oakland County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Larry Lehman

Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

March 7, 2012

OFFER TO PURCHASE REAL ESTATE

CRESCENT ACADEMY, a Michigan public school academy, whose address is 17550 West 12 Mile Road, Southfield, Michigan 48076 (hereinafter referred to as "Purchaser"), hereby offers and agrees to purchase from **BMH REALTY, L.L.C.**, a Michigan limited liability company, whose address is 775 North Second Street, Brighton, Michigan 48116 (hereinafter referred to as "Seller").

1. Seller hereby agrees to sell to Purchaser, the following real property situated in the City of Southfield, Oakland County, Michigan, described as follows:

> Commonly known as 17550 West 12 Mile Road, Southfield, Michigan, Sidwell No. 24-12-341-014, more particularly described on **Exhibit A** attached hereto and subject to survey as provided for in Paragraph 5 hereof (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject only to existing building and use restrictions and easements of record. The term "Premises" shall include all land and all buildings, improvements and structures thereon, including all access rights, appurtenances, tenements and hereditaments thereon, together with all petroleum and mineral interests, water rights and other intangibles owned or utilized by or for the benefit of Seller, if any, in connection therewith.

2. THE SALE TO BE CONSUMMATED CASH SALE. Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing. The purchase price for the Premises shall be the sum of One Million and 00/100 ($1,000,000.00) Dollars (the "Purchase Price") payable by Purchaser at Closing by direct wire transfer.

3. Within five (5) business days of the Date of this Agreement, Purchaser shall deposit the sum of Twenty Five Thousand Dollars and 00/100 ($25,000) Dollars (the "Earnest Money Deposit") to be held in escrow by Cislo Title Company (the "Title Company"), as escrow agent, pursuant to the form of Escrow Agreement attached hereto as **Exhibit C** and applied to the Purchase Price, if the sale is consummated.

5. As evidence of title, Seller agrees to furnish Purchaser within fifteen (15) days of the Date of this Agreement a Commitment for Title Insurance, without exceptions, together with copies of all underlying title exception documents described in such Commitment, issued by Old Republic National Title Insurance Company, through its agent, Cislo Title Company, in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser (the "Commitment"). Purchaser, if required by the Title Company, and, at its sole cost and expense, shall order an ALTA survey which accurately describes and reflects the Premises and is sufficient for the Title Company to issue a Policy for Title Insurance without the standard exceptions. Once said survey is obtained and accepted by Purchaser, the legal description in the survey shall become the legal description of the Premises. Upon Closing, Purchaser shall pay for and order a title insurance policy consistent with the Commitment which Purchaser shall have updated to the date of Closing.

6. If written objection to the title and/or survey is made within fifteen (15) days of delivery of the Commitment and survey, that the title and/or survey is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it is notified in writing of the particular defects claimed either (1) remedy the defects set forth in said written notice, or (2) to refund the Earnest Money Deposit in full termination of this Agreement if unable to furnish satisfactory title. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within thirty (30) days after receipt thereof or upon the Closing date set forth in Paragraph 15. If the Seller is unable to furnish satisfactory title within the time specified, the Earnest Money Deposit shall be refunded to Purchaser forthwith in full termination of this Agreement and of any and all liability hereunder.

7. In the event of default by the Purchaser hereunder, the Seller may declare a forfeiture hereunder and retain the Earnest Money Deposit as liquidated damages. Said forfeiture and retention of Earnest Money Deposit by Seller shall be Seller's sole remedy in the event of default by Purchaser hereunder.

8. In the event of default by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to an immediate refund of its entire Earnest Money Deposit in full termination of this Agreement.

9. From and after the date hereof, Seller shall not physically alter the Premises in any way, initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises, without first obtaining prior written consent from Purchaser.

10. All special assessments which have been assessed upon the Premises or constitute a lien on the Premises as of the date of Closing shall be paid by the Seller. All special assessments which arise after the date Closing shall be paid by the Purchaser. Seller will pay all prior years' real and personal property taxes and all interest and penalties on all taxes overdue. The current year's real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Interest, rents and utilities shall be prorated and adjusted as of the date of Closing. The Purchaser shall be responsible for all transfer taxes, closing costs and recording fees, and applicable as of the date of Closing.

11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

12. This Agreement and all of Purchaser's obligations hereunder are expressly contingent upon all of the following:

A. Purchaser's satisfaction, with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises, the improvements thereon and Purchaser's use therefore ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Agreement ("Inspection Period"), as may be extended pursuant to Paragraph 12(c) below, in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises and all improvements thereon; (ii) an environmental analysis and investigation of the Premises; (iii) a verification that there are no existing special assessments affecting the Premises or any improvements thereon; (iv) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer, septic tank and field feasibility and telephone services and systems; (v) making soil tests, borings and other engineering, environmental and architectural tests and evaluations including, but not limited to, a Phase I or Phase II Environmental Site Assessment ("ESA"); (vi) reviewing and analyzing any leases, if any, that are applicable to the Premises in order to determine if the same are renewable, terminable, assignable, etc. and how the same may affect Purchaser's use of the Premises; (vii) reviewing and analyzing all applicable zoning laws, building and use restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises and the availability of the zoning the Premises for Purchaser's intended use; and (viii) analyzing the results of any survey.

B. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations. In the event that Purchaser determines, in Purchaser's sole discretion, that it is dissatisfied with the results of said Evaluations, Purchaser may rescind and terminate this Agreement without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time. All of Purchaser's evaluations shall be performed at the Purchaser's sole cost and expense. However, if Seller has in its possession any such tests, reports, analysis, leases or surveys relating to the subject Premises it shall provide a copy of the same to Purchaser within ten (10) days from the Date of this Agreement. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 15.

C. At the expiration of the Inspection Period, there will be one (1) thirty (30) day extension period available to Purchaser ("Extension Period"). At the commencement of the Extension Period, the Earnest Money Deposit shall become non-refundable to Purchaser, except as provided below, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Agreement. If Purchaser elects to exercise the Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraph 12(A) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary approvals outlined in Paragraph 12(D) below (hereinafter collectively referred to as the "Approvals"). Purchaser shall use its best efforts to obtain all necessary Approvals and agrees to commence the Approvals process and apply for all necessary Approvals during the Inspection Period. In the event all Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that Purchaser may terminate this Agreement and if terminated, Purchaser shall be entitled to a return of its Earnest Money Deposit.

D. Purchaser receiving the following Approvals during the Inspection period:

(i) Obtain financing for the Premises; and

(ii) Obtain approval from Purchaser's authorizing body, the Bay Mills Community College;

Purchaser shall diligently and without delay, pursue the satisfaction of all contingencies and Approvals specified in this Paragraph 12. In the event that Purchaser is unable to obtain the above-referenced Approvals during the Inspection Period, or any Extension Period, if any, Purchaser may rescind and terminate this Agreement without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time. The Closing of this sale shall take place at Cislo Title Company or as otherwise agreed to by the parties.

13. The Seller represents, warrants and covenants to Purchaser the following as of the Date of this Agreement and as of the date of Closing:

A. Seller has the complete, requisite and unrestricted power and authority to sell the Premises, as contemplated in this Agreement.

B. This Agreement shall constitute the valid and legally binding obligation of Seller enforceable in accordance with its terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally. This Agreement does not violate any law or regulation and does not conflict with any other agreement affecting Seller.

C. Seller's interest in the Premises will be transferred to Purchaser on the Closing date free and clear of all mortgages, liens, security interests, pledges, charges, encumbrances and adverse claims, contractual or otherwise.

D. Seller is not in violation or default under any indenture, contract, lease or agreement to which it is a party or by which the subject Premises is bound or with respect to any law, regulation, rule, order, writ, injunction or decree of any court of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, nor will the execution, delivery and performance of this Agreement cause or result in any such violation or default or result in the creation of any lien, claim, pledge or encumbrance of any kind upon the subject Premises.

E. The approvals and consents of all persons (including, but not limited to, governmental authorities and agencies, creditors of Seller, parties to leases and subleases or any other instruments or agreements to which Seller is a party or by which it is bound) whose approval or consent to the execution, delivery and performance of this Agreement by Seller is legally or contractually required has been duly obtained by Seller.

F. Seller will cooperate fully with Purchaser by executing consents, applications, petitions and other such documents which may be reasonably requested by the Purchaser in connection with Purchaser's efforts to bring the Premises to a condition such that Purchaser's desired development, improvement, renovation and/or use of the Premises may commence.

G. There are no condemnation or eminent domain proceedings pending or contemplated against the Premises or any part thereof, and the Seller has received no notice of the desire of any public authority or other entity to take or use the Premises or any part thereof.

H. There are no judicial or administrative pending suits or threatened suits or proceedings against or affecting the Seller or any part of the Premises which (i) do or could affect title to the Premises or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

I. No hazardous substances, hazardous waste, pollutant, toxin or contaminant, including but not limited to, asbestos, PCB's or urea formaldehyde, has been used, generated, released into, stored or deposited over, upon or below the Premises into any water systems on or below the surface of the Premises, or in any structures located on the Premises from any source whatsoever. As used herein, the terms "hazardous substance", "hazardous waste", "pollutant" , "toxin" and "contaminant" shall mean any substance, waste, pollutant, toxin or contaminant included within such terms under any federal, state or local statute, ordinance, regulation or code now existing. The Seller further represents, warrants and covenants that the Premises have not been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances.

J. There are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

K. There are no tenancies, riparian rights, or agreements recorded or unrecorded, affecting the Premises, that Seller and no other person is in possession or entitled to the possession of the Premises, except that Seller acknowledges the following existing lease which affects the Premises: Purchaser currently occupies the Premises under a Lease Agreement dated May of 2011 (the "Lease"), which lease will automatically terminate upon Closing. If this Agreement is terminated for any reason, and the sale is not consummated, the Lease shall remain in full force and effect.

L. On the date hereof, Seller is not in default under any Mortgage or Land Contract encumbering the Premises and that during the period commencing on the day hereof and ending on the day of the Closing, it will make all the payments required to be made under such Mortgage or

Land Contract, if any, in the manner and at the times provided hereunder, during such period it will perform all of its other obligations thereunder as Mortgagor or Vendee, as the case may be and that there are no restrictions or encumbrances within the terms and conditions of the underlying Land Contract or Mortgage which could affect the development or utilization of the Premises.

M. There are no assessments, charges, pay backs, or obligations requiring payment of any nature or description against the Premises which remain unpaid, including but not limited to, those for sewer or water lines or mains, sidewalks, or curbs.

N. Seller is not a party to any agreement, contract, lease or commitment, nor otherwise bound under any commitment, contract, lease or obligation, with or in favor of any other person or party who has any interest in the Premises or the right to purchase or lease the Premises, except for the Lease referenced in (K) above.

O. Each and every warranty, covenant and representation herein shall survive the Closing.

At the Closing, Seller shall, in writing, reaffirm to the Purchaser the truth and correctness, as of the Closing date, of each of the warranties and agree to indemnify and hold Purchaser harmless from any loss or damage suffered by the Purchaser on account of the untruth or incorrectness of any such warranties, which shall survive the Closing for a period of one (1) year. Except as expressly set forth in this Paragraph 13, Seller makes no other warranties or representations, express or implied, as to the condition of the Premises and Purchaser is purchasing the Premises in its current, "as is" condition.

14. Indemnification.

A. Seller agrees to indemnify and hold harmless Purchaser, its successors, assigns, directors, officers and employees, from any and all claims, causes of action, damages, losses, liabilities, penalties, fines, expenses and costs (including actual attorney's fees) and suits of every kind, character and nature whatsoever, at law or in equity, whether known or unknown, disclosed or undisclosed, vested or contingent, resulting in any way from:

1) Any breach of any representation, warranty or covenant of Seller set forth in this Agreement, or any other agreement or document delivered pursuant hereto, or the untruth or inaccuracy thereof;

2) Any and all claims of any nature attributable to the Premises and arising or in existence prior to the date of Closing, including, but not limited to, any and all liabilities for federal, state or other taxes of any type or nature.

B. Upon discovery of a breach or representation, warranty or covenant, or of a debt, liability or other claim against which Purchaser would be entitled to be indemnified by Seller, Purchaser shall give notice thereof to Seller as soon as reasonably possible. In the event any suit or action is filed against Purchaser, Purchaser shall notify Seller as soon as reasonably possible after receipt of notice of the commencement of said action, and shall give Seller a reasonable opportunity to participate in the defense at its own expense. So long as Purchaser is maintained as a defendant in any such suit, Purchaser shall, after consultation with Seller, have full and complete authority to defend and compromise said suit.

15. If title can be conveyed in the condition required within this Agreement, Purchaser agrees to complete the sale and close within thirty (30) days of the later of the satisfaction of the conditions listed in Paragraph 12 of this Agreement or delivery of the Commitment of Title Insurance to Purchaser in accordance with Paragraphs 5 and 6 hereof. At Closing, Seller shall execute and/or deliver or cause to be delivered to Purchaser each of the following instruments and documents: (A) a Closing Statement executed by Seller and Purchaser; (B) a FIRPTA certificate; (C) such proof of Seller's authority and authorization to enter into this Agreement and perform Seller's obligations under this Agreement as may be reasonably required by the Title Company; (D) a Title Affidavit covering the Closing date; (E) a Warranty Deed in the form attached hereto as **Exhibit B**; (F) a certificate from Seller stating that the representations and warranties set forth in this Agreement are true and correct as of the Closing Date; (G) possession of the Premises; (H) proof of payment of water/sewer bill and/or water and/or sewer escrow; and (I) such other documents and instruments as may be reasonably required by the Title Company or to carry out the terms and intent of this Agreement.

16. For the purposes of the transaction contemplated by this Agreement, the "Date of this Agreement" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer shall hereafter be referred to as the "Agreement."

17. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

18. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. This Offer To Purchase Real Estate shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state.

20. Seller and Purchaser each represent and warrant that no brokers or real estate agencies are involved in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

21. This Offer shall be valid for five (5) days from the date of Purchaser's Offer.

22. This Agreement may be executed in one or more counterparts, all of which together will for all purposes constitute one Agreement binding upon the parties.

23. This Agreement along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Agreement may be amended only by a writing signed by the parties.

IN THE PRESENCE OF:

Cathy Murlick
Board Coordinator

PURCHASER:

CRESCENT ACADEMY

BY: [signature]

Its: Secretary

Date: 10/30/2017

IN THE PRESENCE OF:

[signature]
Connie Bulesh
General Counsel

SELLER:

BMH REALTY, L.L.C.

BY: Michael B. Corrigan
Michael B. Corrigan

Its: Member

Date: 11-7-17

Code Road Site

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B030518
Crescent Academy
25175 Code Street
Southfield, Michigan
Oakland County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Charles E Curtis

Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

August 29, 2012

CERTIFICATE OF USE AND OCCUPANCY

MODULARS

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B030518
Crescent Academy
25175 Code Street
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Oakland County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Charles E. Curtis

Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

August 29, 2012

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease") is entered into as of 7/1, 2022, by and between CHURCH OF THE TRANSFIGURATION PARISH SOUTHFIELD, a Michigan nonprofit corporation ("Landlord"), whose address is 12 State Street, Detroit, Michigan 48226, and CRESCENT ACADEMY ("Tenant" or "Academy") whose address is 17570 W. Twelve Mile Road, Southfield, Michigan 48076.

Landlord and Tenant agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord the Leased Premises (as defined below), together with the non-exclusive right to the use of the Common Areas (as defined below). As used in this Lease, the following terms shall have the meanings set forth below.

"Building" shall mean the former school building located on the Property, depicted on Exhibit B attached hereto.

"Common Areas" shall mean the entryways, stairways, hallways and restrooms in the Building, the Playground, the Parking Lot and the walkways located on the Property.

"Leased Premises" shall mean the Building, Modular Unit Space and the Religious Education Classrooms.

"Modular Unit" shall mean the two (2) modular buildings. Unit #1 contains six (6) classrooms, and Unit #2 contains eight (8) classrooms.

"Modular Unit Space" shall mean that portion of the West Parking Lot upon which the Modular Units are located.

"Parish Parking Lot" shall mean the parish parking lot located on the Property.

"Parking Lot" shall mean, collectively, the Parish Parking Lot, the Remaining West Parking Lot and the South Parking Lot.

"Playground" shall mean the parish playground located on the Property.

"Property" the real property situated in the City of Southfield, County of Oakland and State of Michigan commonly known as 25175 Code Road, Southfield, Michigan 48033 and more particularly described on the attached Exhibit A.

"Religious Education Classrooms" shall mean four (4) of the Parish's religious education classrooms located in the Building.

"Remaining West Parking Lot" shall mean the portion of the West Parking Lot not occupied by the Modular Units.

"South Parking Lot" shall mean the South parking lot located on the Property.

"West Parking Lot" shall mean the portion of the West parking lot located on the Property between the Building and parish offices.

2. **Occupancy; Common Areas.** Subject to the terms and conditions of this Lease, on the date of this Lease Tenant shall have the right to take full and exclusive occupancy of the Leased Premises for the Permitted Use (as later defined). The Tenant shall provide to the pastor ("Pastor") of the Church of the Transfiguration ("Parish") keys and all access codes, if applicable, for the Leased Premises. Landlord reserves the right, without Tenant's consent: (a) to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises and serving other parts of the Property, (b) to make alterations or additions to, and improvements to, the Common Areas, to construct other buildings and improvements on the Property, to relocate the various buildings, parking areas and other Common Areas, to reduce the Common Areas, and change the configuration of the Property in any manner it deems fit, to close temporarily any Common Area to make repairs or changes, and to do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, (c) to grant easements on the Property, to allow third parties to use all internal access ways constructed on the Property, to make boundary adjustments to the Property, and to dedicate for public use portions of the Property, including without limitation any public streets or any other improvements; provided, however, none of the foregoing shall materially interfere with Tenant's use or quiet enjoyment of the Building. Tenant shall not block, obstruct or in any manner interfere with the Common Areas, or any part thereof, by any means whatsoever.

Notwithstanding anything contained herein to the contrary, Landlord shall have the right to use the Parish Parking Lot, the South Parking Lot, the Remaining West Parking Lot and Playground jointly with Tenant; provided, however, Landlord shall have the exclusive right (i) to use those spaces marked as reserved for Landlord on the attached Exhibit A at all times; and (ii) to use the Parking Lot (other than those spaces specifically reserved for Tenant on the attached Exhibit A), (y) after 5pm on the Holy Days (as defined below), and (x) at all times on the weekend. As used herein, "Holy Days" shall mean Ash Wednesday, Good Friday, the Ascension (forty (40) days after Easter), August 15, November 1, December 8, December 24, December 25 and January 1 of each year. If any conflict arises as to schedules, the same shall be resolved by Landlord and the Pastor.

Tenant shall have the right to exclusive use of the Religious Education Classrooms from 9am to 4pm, Monday through Friday during the Tenant's academic school year; provided, however, Landlord reserves the right to exclusive use of the Religious Education Classrooms for three (3) consecutive weeks in June, July or August, as determined by Landlord in its sole and absolute discretion, upon providing thirty (30) days' prior written notice to Tenant. All personal property located in the Religious Education Classrooms is property of Landlord and shall not be removed by Tenant without Landlord's prior written consent.

3. **Term.**

(a) The term of this Lease shall commence on July 1, 2022 and shall expire on June 30, 2027, unless earlier terminated as expressly provided herein.

(b) This Lease may be terminated at any time by Landlord upon sixty (60) days prior written notice to Tenant in the event Landlord makes the determination to suppress, merge or close the Parish ("Termination Notice"), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a school year runs from July 1 to the following June 30.

(c) This Lease shall also immediately terminate on notice from Tenant to Landlord of revocation, termination, or non-renewal by the Authorizer of Tenant's Charter to operate a Charter School on the Leased Premises with no penalty for the early termination, unless such termination is attributable to the intentional acts or negligence of Tenant. The termination would be effective as of the end of the current school year.

(d) Notwithstanding the provisions of subsection (a) above, provided no Event of Default has occurred or exists, Tenant shall have five (5) options to extend the term of this Lease for an additional one (1) year each from and after the expiration of the original term of this Lease. Tenant shall exercise each option by giving Landlord written notice of the intention to extend, no later than six (6) months prior to the expiration of the original term. Within sixty (60) days following Tenant's notice to Landlord of the exercise of such right to extend the term, Landlord shall notify Tenant of Landlord's determination of the Monthly Base Rent (including Annual Base Rent Cap) to be charged by Landlord during such option term with respect to the Leased Premises. If Tenant finds such rental to be unacceptable, Tenant shall have ten (10) days following receipt of Landlord's determination in which to withdraw its election of option to extend by written notice to such effect to Landlord. In the event that Tenant does not withdraw its election of option to extend, as herein provided, the term of the Lease shall be extended and the rental shall be that specified by the Landlord.

4. <u>Use.</u> The Leased Premises shall be used and occupied only as a public school academy, for Grade K through Grade 12, as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) (the "Permitted Use") and for no other purpose.

5. <u>**Rent**</u>.

(a) The Tenant agrees to pay the Landlord, without demand, offset or deduction, as rental for the Leased Premises ("Base Rent"), on the first day of each and every month, in advance, commencing July 1, 2022 the following (as such amount may be adjusted as provided in the last sentence of Section 5(c) below, the "Monthly Base Rent"): (A) for the first (1^{st}) three hundred-forty (340) students, 1/12th of twelve and five tenths percent (12.5%) of any and all amounts of money actually received by Tenant with respect to, or for the benefit for, any student at the Leased Premises, including, but not limited to, (i) the per pupil enrollment/state student aid grant amount (based on the State Board of Education counts whenever they may be taken)("State Aid Amount"), (ii) tuition, (iii) funding received from the State of Michigan or the United States Government, and/or (iv) grants ("Grant Amount"), and (B) $1/12^{th}$ of seven percent (7%) of the Grant Amount for students above the count of three hundred-forty (340). The student count as used herein shall

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be based on the combined number of students attending the Academy in the Building and the Modular Units located on the Modular Unit Space.

(b) Anything in this Lease to the contrary notwithstanding, in the event Tenant operates the Leased Premises as a Charter School and the State of Michigan in any way, whether by statute, administrative order or otherwise, changes the way in which it determines, calculates and/or distributes the State Aid Amount ("Rent Calculation Change"), the parties hereby agree that the Monthly Base Rent amount paid by Tenant under this Lease shall be renegotiated by the parties. In the event the parties are unable to agree upon a new Monthly Base Rent amount, Landlord shall have the right, in its sole and absolute discretion; to either (i) set the rental rate as the amount paid by Tenant on the first day of the month prior to the Rent Calculation Change, or (ii) terminate this Lease.

(c) Tenant shall provide Landlord with copies of the forms submitted to the State of Michigan regarding the student count within three (3) days after such information is submitted to the State of Michigan. The principal will apprise the pastor in writing regarding actual student enrollment twice yearly, the fall count in September, and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. Any overpayment or underpayment shall be reconciled with the next month's rent payment. Any further adjustments made to enrollment count or state aid will adjust rent retroactively as provided in this subsection. Anything in this Lease to the contrary notwithstanding, in no event shall the Monthly Base Rent be less than $24,639 or an amount based on a minimum of 340 students, whichever is more.

(d) All checks for payment of Monthly Base Rent shall be payable to "Church of the Transfiguration" and shall be mailed to: Pastor, Church of the Transfiguration, 25225 Code Road, Southfield, MI 48033. If at any time payment of the Monthly Base Rent under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of Three Hundred Seventy-Five and 00/100 Dollars ($375.00). The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any Monthly Base Rent is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, Monthly Base Rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate for any reason during the term hereof.

(e) In addition, Tenant shall reimburse Landlord for a portion of the costs incurred by Landlord to repair and replace the boiler serving the Building pursuant to that prior lease between Landlord's predecessor in interest and Tenant dated June 29, 2012, as amended (the "Prior Lease Agreement") in equal annual installments of $10,000 (the "Current Boiler Reimbursement Amount"), commencing on April 1, 2022, and on the first day of April thereafter during the term of the Lease.

6. **Security Deposit.** The Landlord herewith acknowledges the receipt of Fifty Thousand and 00/100 Dollars ($50,000.00) which he is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform said covenants, conditions, and agreements; the Landlord may so apply the security at its option; and the Landlord's right to the possessions of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum, if not applied toward payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease, is to be returned to the Tenant when this Lease is terminated, according to the terms, but in no event is the said security to be returned until the Tenant has vacated the Leased Premises and delivered possession to the Landlord. In the event that the Landlord repossesses himself of the Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenant, conditions, and agreements of this Lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds nor shall Landlord be required to obtain or account for any interest on said funds.

7. **Utilities.** Except as otherwise set forth below, Landlord shall pay all charges for all utilities used by Tenant or charged to the Leased Premises during the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"). If the Leased Premises are not separately metered, Tenant shall, at its sole cost and expense, cause all utilities to be separately metered within thirty (30) days of the date hereof. Tenant shall pay its share of the monthly utility costs within ten (10) days of receipt of written notice from the Landlord of the same. The parties hereby agree that Tenant's share of the Utility Charges shall be as follows:

Consumers Energy Meter #56021185:	100%
Consumers Energy Meter #0954439:	70%
DTE Energy Meter #2549046:	100%
DTE Energy Meter #9504321:	70%
Water and Sewer:	80%.

8. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant agrees to provide to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

9. **Compliance With Laws; Licensure.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Areas that will in any way obstruct or interfere with the rights of other tenants or occupants, if any, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. If the nature of the Tenant's business requires licensure, Tenant shall keep in effect at all times during the term of this Lease a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

10. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises.

(b) With respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties (as later defined) from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.),; (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

11. **Asbestos.** Tenant, at Tenant's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Landlord's obligations. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Landlord is a third-party beneficiary of such contract. Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

12. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) Except for the express obligations of Landlord set forth in Section 12(b) below ("Landlord's Obligations"), during the entire term of this Lease, including any extension period, Tenant agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including without limitation, the HVAC, electrical and plumbing systems. Tenant shall keep the Leased Premises in a clean, sanitary and safe condition at all times including custodial services by a service provider as approved by the Pastor, which approval will not be unreasonably withheld, and trash removal. In addition, Tenant shall reimburse Landlord for (i) 80% of dumpster and disposal costs, (ii) 35% of costs for maintenance of the lawn and landscaping (as set forth in the Landlord's Obligations below), and (iii) 40% of the cost of snow and ice removal with respect to the Property (as set forth in the Landlord's Obligations below), such reimbursement costs are referred to herein as "Maintenance Reimbursement Amounts"). Tenant hereby acknowledges and agrees that, except for Landlord's Obligations, it is the intent of the parties that Landlord shall have no obligation whatsoever to maintain or repair or replace any portion of the Leased Premises and that all of its obligations under this Section apply to all of the Leased Premises.

(b) Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the roof, floor slab, façade and four outer walls of the Building (collectively, the "Structural Elements"), except for damage to the Structural Elements caused by Tenant or anyone Tenant permits to use the Leased Premises, which shall be the obligation of the Tenant at its sole cost and expense. Landlord shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises (and Tenant shall be responsible for reimbursing Landlord for the Maintenance Reimbursement Amounts).

13. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord and the Parish from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

14. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars ($2,000,000.00) per occurrence issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant, Landlord, The Archdiocese of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a certificate of insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that the applicable Landlord Parties (as later defined) are entitled to recovery for the negligence of Tenant even though a Landlord Party (as later defined) is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a certificate of insurance, within ten (10) days' of a written request from Landlord, the Landlord may, at its option immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Tenant shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord shall maintain casualty insurance on the buildings in which the Leased Premises are located in such amounts and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant.

15. **Indemnity.** Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective employees, managers, partners, officers, directors, attorneys, contractors and agents (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (a) the occupancy, condition, operation or use of the Leased Premises, the Common Areas or any other part of the Property, (b) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, Common Areas or any other part of the Property, (c) use or misuse of any portions of the Leased Premises, Common Areas or any other part of the Property by Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (d) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

16. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the Landlord's prior written consent. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord Parties harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

(i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer;

(ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and

(iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

17. <u>**Damage to Leased Premises**</u>. In the event the Building shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord and such destruction renders the Building partially or totally untenantable, then Landlord may either elect that the Building be repaired or rebuilt or, at its sole option, terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord, such destruction renders the Building partially or totally untenantable and Landlord does not elect to terminate this Lease pursuant to the proceeding sentence, then the damage to the Building shall be promptly repaired by Landlord and Monthly Base Rent and other charges under this Lease shall be abated in proportion to the amount of the Building rendered untenantable until so repaired. In no event shall Landlord be required to repair or replace Tenant's personal property, including, but not limited to, trade fixtures, furnishings or equipment. In the event of reconstruction or repair by Landlord, any amount expended by Landlord in repairing the improvements to the Leased Premises in excess of the proceeds of insurance received by Landlord allocated to the Leased Premises shall be repayable by Tenant to Landlord within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such excess. Landlord's insurance

carrier shall determine the amount of insurance proceeds attributable to the damage to such improvements, which determination shall be binding upon Landlord and Tenant. If Landlord is required or elects to repair or rebuild the Building as herein provided, Tenant shall repair or replace personal property, including, but not limited to, trade fixtures, furnishings and equipment, in a manner and to at least a condition equal to that prior to its damage or destruction.

18. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the Monthly Base Rent thereafter to be paid shall be reduced on a per square foot basis.

19. **Assignment and Subletting.** Tenant covenants that it shall not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Lease: (i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial; or (iii) in the event that the Tenant is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Tenant to lose such affiliation.

20. **Events of Default**. The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

(a) if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;

(b) if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;

(c) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;

(d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;

(e) if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and

(f) if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

21. **Remedies.** Upon the occurrence of any Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, in addition to any other rights and remedies available under this Lease or at law or in equity, do one or more of the following:

(a) Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 22 hereof; or

(b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or

(c) Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;

(d) Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.

(e) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, attorney's fees and costs.

(f) Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

All rights, powers, and privileges conferred under this Lease upon Landlord shall be cumulative, but not restrictive to those given by law.

22. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 21(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

(a) the worth at the time of award of the unpaid rental which had been earned at the time of termination;

(b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;

(c) the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and

(d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

23. **Landlord's Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Base Rent or additional rent. If Tenant shall fail to pay any sum of money, other than the payment of Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Base Rent.

24. **Additional Rent.** All payments and other charges, costs and expenses that Tenant assumes or agrees to pay under this Lease, other than the payment of Monthly Base Rent, including, but not limited to, Utility Charges, Taxes, Lien Expense and Reimbursable Expenses, and the Current Boiler Reimbursement Amount and the Maintenance Reimbursement Amount, if applicable, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease, shall be deemed additional rent, and in the event of nonpayment, Landlord shall have all the rights as herein provided for failure to pay Monthly Base Rent.

25. **Tenant's Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of Base Rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to, Utility Charges, Taxes, Lien Expense and Reimbursable Expenses and the Current Boiler Reimbursement Amount and the Additional Boiler Reimbursement Amount, if applicable (each a "Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent

Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

26. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, without notice to Tenant, to access and inspect the Leased Premises to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

27. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

28. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

29. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

30. **Governing Law.** This Lease shall be governed by the laws of the State of Michigan.

31. **<u>Entire Agreement; Modifications.</u>** This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder. No waiver, modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

32. **<u>Non-Waiver</u>**. No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of Base Rent or additional rent. The acceptance of all or part of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of any other type of default hereunder.

33. **<u>Time is of the Essence.</u>** Time is of the essence in this Lease.

34. **<u>Notices</u>**. Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

Priest in Solidum, Church of the Transfiguration
25225 Code Road
Southfield, MI 48033

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

Board President, Crescent Academy
17570 W. Twelve Mile Road
Southfield, Michigan 48076

35. **<u>Successors and Assigns.</u>** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective

successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

36. **"AS IS"; No Representations.** Tenant accepts the Leased Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises. This Lease is not made in reliance upon any representation whatsoever.

37. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

38. **Reserved.**

39. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

40. **Subordination.** This Lease and the rights of the Tenant hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments in the name of Tenant. In addition, Tenant agrees that, upon the request of Landlord or any mortgagee of Landlord, Tenant shall execute an estoppel certificate in form satisfactory to Landlord or any mortgagee of Tenant.

41. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other.

42. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable ordinances of the municipality in which the Property is located and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior

to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

43. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred by Landlord.

44. **Force Majeure.** Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default under this Lease to the extent Landlord is unable to perform any of its obligations hereunder on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, national or state emergency, or any other cause of any kind beyond the reasonable control of Landlord.

45. **No Set-Off.** The parties hereto hereby covenant and agree that Landlord shall receive the Base Rent and additional rent and all other sums payable by Tenant hereinabove provided as income from the Leased Premises, without any abatement, reduction, set-off, counterclaim, defense or deduction whatsoever.

46. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

47. **Headings.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provisions of this Lease.

48. **Severability.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect.

49. **Authority.** Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

50. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE

WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

51. **Additional Provisions.**

(a) Within thirty (30) days after the expiration or termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, Tenant shall, at its sole cost and expense, remove all modular units, personal property and pylons/piers located on the Leased Premises and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to installation of the modular unit(s), including, but not limited to, the following:

(i) Modular unit classrooms and signage will be removed;

(ii) All utility services will be removed to the point of service origination;

(iii) All structural support (concrete, et al) will be removed in its entirety;

(iv) Boreholes will be backfilled with sand and tamped to 95% modified proctor density;

(v) Site will be graded for positive drainage and restored to its condition prior to installation;

(vi) Debris will be legally disposed of in an approved landfill; and

(vii) Landlord will approve all work prior to return of security deposit to Tenant.

In the event Tenant fails to remove any modular unit(s), personal property and/or pylons/piers and such failure continues for 30 days after receipt of written notice by Landlord to Tenant, such modular unit(s), personal property or pylons/piers shall be deemed abandoned by Tenant and may, at Landlord's option (without the obligation to do so), be appropriated, sold, destroyed, stored, or otherwise disposed of by Landlord without further notice to Tenant, at Tenant's sole cost and expense, and without any obligation to account for said modular unit(s), personal property or pylons/piers. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the modular unit(s), personal property and pylons/piers shall be invoiced to Tenant and shall be immediately due from and payable by Tenant. Landlord may, but shall not be obligated to, apply any portion of the security deposit as partial payment of any amounts owing by Tenant to Landlord pursuant to this paragraph.

52. Restatement. This Lease amends and restates in its entirety, the Prior Lease Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

Landlord:

CHURCH OF THE TRANSFIGURATION PARISH SOUTHFIELD, a Michigan nonprofit corporation

By:____________________________________

Its:____________________________________

Tenant:

CRESCENT ACADEMY

By: Yvonne Jackson

Its: President

4891-7717-1215_5

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

Landlord:

CHURCH OF THE TRANSFIGURATION PARISH SOUTHFIELD, a Michigan nonprofit corporation

By: J. Jeffrey Scheeler, OFM

Its: Pastor

Tenant:

CRESCENT ACADEMY

By:____________________

Its:____________________

4891-7717-1215_5

EXHIBIT A

DECRIPTION OF REAL ESTATE

Property situated in the City of Southfield, County of Oakland, State of Michigan more particularly described as:

T1N, R10E, SEC 21 ST MICHAELS SUB LOTS 1, 2, 4 & 5, ALSO LOT 6 EXC E 245.86 FT 8-15-01 FR 052 & 053

AND

T1N,R10E,SEC 21 HOLCOMB BROTHER'S SUB LOTS 38 & 59 4-16-96 FR 017

Commonly known as: 22750 West 10 Mile Road Southfield, Michigan 48033 and 25225 Code, Southfield, Michigan 48034

Tax Parcel Numbers: 76-24-21-452-055 and 76-24-21-476-023

EXHIBIT B

DRAWING DEPICTING SCHOOL BUILDING/LEASED PREMISES

4891-7717-1215_5

Lahser Road Site

CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Section
P.O. Box 30254
Lansing, MI 48909
Authority: 1972 PA 230
517-241-9313

Building Permit No: BLDG25-01195

26200 LAHSER RD
SOUTHFIELD, MI 48033
COUNTY: OAKLAND

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy with an expiration date of **.**

Conditions:

> THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTION 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Date: 11/24/2025

Jon Paradine

Jon Paradine
Division Director
Bureau of Construction Codes

Executable

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into and executed effective as of the 2nd day of July, 2024 by and between **LAHSER SOUTHFIELD, LLC**, a Michigan limited liability company, whose address is 18000 Mack Avenue, Grosse Pointe, MI 48230 ("Landlord"), and **CRESCENT ACADEMY**, a Michigan Nonprofit Corporation and Public School Academy ("Tenant").

1. DEMISE OF PREMISES.

In consideration of the rents to be paid and the provisions of this Lease to be performed by Tenant, Landlord leases to Tenant and Tenant leases from Landlord, on the terms and conditions contained in this Lease, certain premises consisting of approximately forty-five thousand (45,000) rentable square feet of office space (the "Premises"), as well as approximately 21,000 rentable square feet on the first floor of storage space (the "Storage Space"), both the Premises and Storage Space, together with the non-exclusive right to utilize the common areas and parking areas in, on or adjoining the building of which the Premises are a part located at 26200 Lahser Road, Southfield MI 48033 (such common areas, parking areas and building are collectively referred to herein as the "Building"). The Premises are depicted on the floor plan attached hereto as Exhibit A (the "Floor Plan"). Tenant shall also be entitled to one (1) dedicated entrance which will be the [south entrance of the Building facing Civic Center Drive].

2. [INTENTIONALLY OMITTED]

3. PARKING.

During the Term (as defined below), Tenant shall have the exclusive use of the parking spaces located in Exhibit C in the outlined area; this area consists of 272 parking spaces. Tenant shall additionally have 62 reserved spaces for bus parking, also depicted in Exhibit C. In the event that Tenant does not exercise the Option according to Section 44 below, Tenant shall no longer be entitled to exclusive use of the area in Exhibit C, but rather, Tenant shall have access to 50 reserved parking spaces. Landlord shall cooperate with Tenant and use commercially reasonable efforts, at no cost to Landlord, to get permission for bus parking and overnight parking in accordance with all local applicable ordinances and regulations. However, failure to secure either/or bus parking and/or overnight parking shall not constitute a default under this Lease by Landlord. Tenant shall be solely responsible for monitoring and ensuring that students, staff, employees, or visitors of Tenant do not loiter, trespass, drive through the parking lot of, or enter the building of the neighboring property, located at 26400 Lahser Road.

4. TERM OF LEASE.

A. The Base Term of this Lease shall be for a period of 10 years, beginning from the Commencement Date and ending on the last day of the Extended Term and subject to the terms provided herein. The Base Term shall consist of the period of the Initial Term, plus the period of the Extended Term. The Initial Term shall begin on the Commencement Date and end June 30, 2027. The Extended Term shall automatically begin July 1, 2027 and shall extend for a period of time that is equal to the length of the Academy's then current Charter Contract, provided that the Academy's Charter Contract has been extended beyond June 30, 2027. The Extended Term shall continue to automatically extend to be equal to the length of the Academy's then current Charter Contract should the Charter Contract term be further extended after July 1, 2027, but in no event shall the Extended Term extend the Base Term beyond 10 years from the Commencement Date. If, however, the charter contract issued by Bay Mills Community College Board of Regents (the "Authorizing Body"), dated July 1, 2023 (the "Charter Contract"), or any subsequent charter contract issued by the Authorizing Body to the Academy during the Extended Term, is revoked, suspended, or terminated, or expires by its terms, this Lease and all obligations hereunder shall immediately terminate. Under no circumstances may this Lease exceed the term of the Charter Contract. In addition, Tenant may terminate this Lease, without cost or penalty to Tenant, in the event that Tenant is required to close an Academy site covered by this Lease (i) pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Revised School Code ("Code"), MCL 380.507; or (ii) pursuant to a reconstitution by the Authorizing Body pursuant to Section 507 of the Code, MCL 380.507 and the Charter Contract. Under such circumstances, Landlord shall have no recourse against Tenant or the Authorizing Body for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve Tenant from paying any costs or expenses owed under this Lease prior to site closure or reconstitution.

B. The Commencement Date of this Lease shall be the date Landlord tenders possession of the Premises to Tenant "Substantially Complete" (as defined below), but subject to the provisions of Section C below which permit Tenant to adjust the Commencement Date should the Completion Date not be achieved.

C. Landlord estimates that the Premises will be ready for occupancy on or before August 1, 2025 (the "Commencement Date") provided:

(1) Landlord and Tenant have executed this Lease by June 30, 2024;

(2) Tenant has paid Landlord, in full, the following:

a. The sum of seventy-three thousand one hundred twenty five and 00/100 dollars ($73,125.00) paid at the time of Lease execution, representing payment of the first monthly installment of Rent due in the fifth (5th) month at Lease Execution; and

b. The Security Deposit (as defined below) paid at the time of Lease execution; and

(3) Tenant provides Landlord with written approval of the plans and specifications for Landlord's Work (as defined below) by July 20, 2024.

Landlord agrees to use its best efforts to complete Landlord's Work (as defined below), and to tender possession to Tenant, on or before the Completion Date. This Lease shall not commence sooner than July 1, 2025 unless mutually agreed upon by Landlord and Tenant.

Landlord shall provide notice to Tenant no later than March 1, 2025 as to whether it believes it will be able to deliver the Premises Substantially Complete by the Completion Date (the "Deadline Notice"). Such notice shall be certified by the architect of record.

If Landlord is unable to meet the initial August 1, 2025 Completion Date, Tenant may not terminate this Lease, and Landlord will have no liability to Tenant for damages and/or abatement of Rent; provided, however that Tenant shall have the right to move the Commencement Date to a date of its choosing once Landlord has delivered the Premise to Tenant Substantially Complete, but in no event shall the Commencement Date be later than December 1, 2025.

E. Promptly following the Commencement Date, the Commencement Date shall be confirmed by the parties in a written memorandum to be generated by Landlord and countersigned by Tenant. However, the failure of one party to acknowledge the Commencement Date shall not affect any obligations of either party hereunder.

F. Possession of the Premises shall be delivered to Tenant on the date when Landlord's Work is "Substantially Complete". "Substantially Complete" shall be defined as in attached Exhibit B (the "Work Exhibit"), which includes at a minimum, a Certificate of Occupancy.

5. LANDLORD WORK.

A. Landlord agrees, prior to the Commencement Date, to construct or install the improvements described in attached <u>Exhibit B</u> subject to the details and limitations set forth therein (the "Work Exhibit"). The work to be performed by Landlord pursuant to the Work Exhibit is collectively referred to herein as the "Landlord's Work".

B. Tenant shall supply Landlord with any and all information requested by Landlord or any general or sub-contractor, concerning Tenant's choice of finishes, fixtures, color or any other matter regarding Landlord's Work (or defined in the Work Exhibit) not later than seven (7) days from the date of Landlord's written request for same. Upon reasonable prior written notice to Landlord and subject to reasonable requirements and limitations imposed by Landlord, Tenant and its approved contractors shall be granted access to the Premises (i) during the last three (3) weeks of Landlord's Work, for the purpose of installing Tenant's furniture, fixtures and equipment provided, in each case, that (a) such installation is coordinated with Landlord's contractors and (b) does not interfere with completion of Landlord's Work in a timely manner.

C. Tenant shall not commence or permit others to commence construction of any other work, other than Landlord's Work, in the Premises (such other work hereinafter being referred to as "Tenant's Work") unless and until plans and specifications for Tenant's Work ("Plans and Specifications") have been approved by Landlord in writing, such approval not to be unreasonably withheld, conditioned or delayed.

D. All Tenant's Work, if any, shall be done in a good and workmanlike manner, by Landlord's preferred contractor, Foster Financial Development Company Inc., and in compliance with all applicable building, health, safety, and other ordinances, codes and regulations and the Plans and Specifications approved by Landlord. Tenant shall be responsible for obtaining, at its sole cost and expense, all necessary governmental permits, licenses and approvals for Tenant's Work.

E. Tenant shall (a) pay before delinquency all costs and expenses of work done or caused to be done by Tenant in the Premises; (b) keep the title to the Premises and every part thereof free and clear of any lien or encumbrance in respect of such work; and (c) indemnify and hold harmless Landlord against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services or labor for such work. Tenant shall immediately notify Landlord of any lien, claim of lien or other action of which Tenant has or reasonably should have knowledge and which affects the title to the property of which the Premises are a part or any part thereof, and shall cause the same to be removed within thirty (30) days (or such additional time as Landlord may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably satisfactory to Landlord. If Tenant shall fail to remove same within said time period, Landlord may take such action as Landlord deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by Tenant to Landlord.

F. Notwithstanding anything contained in this Lease to the contrary, Tenant shall be solely responsible for securing and installing, at Tenant’s sole cost and expense, any new outlets, telephone service, internet service, cable television and other data service to the Premises, including all associated cabling and hardware. Tenant may select its own contractors for this work, so long as they are qualified and use appropriate materials and methods. Tenant may select whatever phone, data and/or cable carriers it desires.

6. SECURITY DEPOSIT

As security for its full and faithful performance of this Lease, Tenant shall, upon the execution of this Lease, pay Landlord a security deposit equal to one hundred forty-six thousand two hundred fifty thousand and 00/100 dollars ($146,250.00) (the “Security Deposit”). In the event of an Event of Default, Landlord may apply all or any part of the Security Deposit to the payment of any sum in default or any other sum which Landlord may be required or deem necessary to spend or incur by reason of the Event of Default. In the event deductions are made during the term of this Lease, Landlord shall provide notice and sufficient detail of any and all deductions from the Security Deposit and upon notice by Landlord, Tenant shall, within ten (10) days, deposit with Landlord the amount so applied to replenish the Security Deposit. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within thirty (30) days after expiration or sooner termination of this Lease.

7. RENT.

A. The “Rent” payable under this Lease shall consist of Base Rent and Additional Rent, each as hereinafter defined.

B. For purposes of this Lease, "Lease Year" shall mean the consecutive twelve (12) month period following the Commencement Date or, if the Commencement Date is other than the first day of a calendar month, then the twelve (12) month period following the Adjusted Commencement Date, and each anniversary thereof.

C. During the Term of this Lease, Tenant shall pay "Base Rent" to Landlord as follows, which does not include rent attributed to the Storage Space, which is further defined in Section 44:[1]

Months	Annual Rate per Rentable Sq. Ft.	Annual Base Rent	Monthly Base Rent
1-4	$0.00	$0.00	$0.00
5-12	$19.50	$585,000.00	$73,125.00
13-16	$0.00	$0.00	$0.00
17-24	$20.00	$600,000.00	$75,000.00
25-26	$0.00	$0.00	$0.00
27-36	$20.50	$768,750.00	$76,875.00
37-38	$0.00	$0.00	$0.00
39-48	$21.00	$787,500.00	$78,750.00
49-60	$21.50	$967,500.00	$80,625.00
61-72	$22.00	$990,000.00	$82,500.00
72-84	$22.50	$1,012,500.00	$84,375.00
85-96	$23.00	$1,035,000.00	$86,250.00
97-108	$23.50	$1,057,500.00	$88,125.00
109-120	$24.00	$1,080,000.00	$90,000.00
121-132	$24.50	$1,102,500.00	$91,875.00

D. Except as expressly provided above and in this Section 7, all monthly installments of Base Rent shall be due and payable on the first day of each calendar month during the Term of this Lease. Notwithstanding anything contained in this Lease to the contrary, if the Commencement Date is other than the first (1st) day of a calendar month, then Tenant shall pay Landlord, on or before the Commencement Date, Base Rent for the period commencing on the Commencement Date and ending on the end of the calendar month in which the Commencement Date occurs in an amount equal to $73,125.00, multiplied by a fraction, the numerator of which equals the number of days from and including the Commencement Date through and including the last day of the calendar month in which the Commencement Date occurs and the denominator of which equals the total number of days in said calendar month.

E. All Rent shall be paid at the address of Landlord given above or at such other place as Landlord may designate from time to time in writing, without demand, deduction or setoff whatsoever.

F. If Tenant fails to pay any installment of Base Rent or Additional Rent within five (5) days after such payment is due, Tenant shall pay (in addition to, and at the time of, paying such

[1] Tenant understands the rent is still being discussed based upon the 1st floor/entrance.

installment) a delinquency charge of one hundred ($100.00) dollars to compensate Landlord for the additional cost and expense associated with administering a delinquent tenant, plus interest on any unpaid amount of Base Rent or Additional Rent at the rate of nine percent (9%) per annum.

8. ADDITIONAL RENT: OPERATING EXPENSES AND TAXES; UTILITY SERVICE.

A. Commencing on the Commencement Date, Tenant shall pay as "Additional Rent" Tenant's Proportionate Share (as defined below) of all electric usage, charges, and fees for the Building, as well as Tenant's Proportionate Share (as defined below) of property taxes. Additionally, Tenant shall pay Tenant's Proportionate Share (as defined below) of any dollar increase, if any, of Operating Expenses (each as defined below) for such year over the amount of the Operating Expenses of the Base Year (defined below), on the first (1^{st}) day of each month during the Term. If the Commencement Date is other than the first (1st) day of a calendar month, then the amount payable by Tenant to Landlord for Additional Rent for the first partial month shall be prorated based upon the number of days in said partial month. Landlord and Tenant agree that Tenant's Proportionate Share of Operating Expenses and Taxes shall equal 100% (68% Premises, 32% Storage Space) of the Operating Expenses and Taxes attributable to the Building (including all common areas and parking areas in, on or adjoining the Building).

B. For the purpose of this Section 8, the following terms are defined as follows:

Operating Expenses: Operating Expenses shall mean all reasonable, customary and necessary direct costs of operation, maintenance, repair and management of the Building (including the amount of any reasonable, actual credits which Landlord may grant to particular tenants of the Building in lieu of providing any standard services or paying any standard costs described in this Section for similar tenants), including the following costs by way of illustration, but not limitation: water and sewer charges; insurance charges of or relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and relating in any manner to the protection, preservation, or operation of the Building or any part thereof; utility costs, including, but not limited to, the cost of, heat, steam and gas; waste and rubbish disposal; window cleaning costs; labor costs; costs and expenses of managing the Building; heating, ventilation and air conditioning maintenance costs; material costs; equipment costs including the cost of maintenance, repair and service agreements and rental and leasing costs; current rental and leasing costs of items which would be amortizable capital items if purchased; tool costs; snow removal, salting of parking areas, drives and walkways, grass cutting and landscape maintenance costs, irrigation costs, costs incurred in connection with the maintenance of the common areas, including common area light bulbs, HVAC filters, exterior signage, the flag and the flagpole; common area restroom supplies; fire alarm monitoring fees; fire protection inspection fees; and an administrative fee of five percent (5%) of all Operating Expenses. In addition, Landlord shall be entitled to amortize and include as an additional rental adjustment: (i) an allocable portion of the cost of capital improvement items which are reasonably calculated to reduce operating expenses and which actually reduce operating expenses; and (ii) other capital expenses which are required under any governmental laws, regulations or ordinances which were not applicable to the Building at the time it was constructed or as of the Commencement Date. All such costs shall be amortized over the reasonable useful life of such improvements in accordance with such reasonable useful life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles in a manner consistently applied, with interest on the unamortized amount at two percent (2%) in excess of the prime lending rate announced from time to time as such by Comerica Bank, Detroit, Michigan.

The following items shall be excluded from Operating Expenses:

(1) Costs of tenant alterations, renovations or decorations;

(2) Costs of capital improvements (including, for the avoidance of doubt, any capital improvements as performed as part of Landlord's Work) except as set forth above;

(3) Interest, amortization, principal payments, points and fees on debt or on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Operating Expenses) or any rental payments on any ground leases except for rental payments which constitute reimbursement for Taxes and Operating Expenses);

(4) Interest or amortization of other leasehold interests;

(5) Reserve accounts or sinking fund contributions;

(6) Interest on working capital borrowed by Landlord in anticipation of receipts from tenant;

(7) Advertising and promotional expenses and real estate, brokerage and leasing commissions or salaries;

(8) Any cost or expenditure (including, without limitation, expenses for repairs or other work occasioned by a casualty, the cost of any repair made by Landlord pursuant to or as a result of condemnation and any expenses for repairs or maintenance which are covered by warranties, guaranties or service contracts) for which Landlord is reimbursable (and Landlord agrees to seek and diligently attempt to obtain all reimbursements to which Landlord is entitled), whether by insurance proceeds or otherwise;

(9) Costs for sculptures, paintings and other objects of art located within the Building except only for the costs of maintaining and protecting such objects in the public areas of the Building;

(10) Attorneys' fees, costs and other expenses incurred in connection with obtaining or servicing any loans related to the Building;

(11) The cost of installing, operating and maintaining any specialty facility, such as an observatory, broadcasting facilities, luncheon, club, athletic or recreational club, cafeterias or dining facility;

(12) Executive salaries or fringe benefits above the grade of Building manager and except as otherwise specified, any management fee or similar fee to the managing agent for the Building (including any reimbursement to the manager for expenses customarily borne by such a manager) exceeding those customarily charged by first class professional independent management companies for the fee management of properties which are located in the immediate area and which are comparable to the Building in age and class;

(13) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;

(14) All amounts paid to Landlord or to subsidiaries or affiliates of Landlord for goods or services in or for the Building to the extent such amounts exceed the amounts that would have been paid if such services had been rendered by or such goods purchase from independent third parties not controlled by or affiliated with Landlord;

(15) All costs incurred in connection with any financing, refinancing or syndication of the Building or any part thereof;

(16) The cost of the original construction of the Building; and

(17) Fines or penalties incurred in connection with correction of a violation of any requirement of any law, ordinance, order, rule or regulation of any police authority having jurisdiction;

(18) costs for which Landlord is entitled to reimbursement therefor from any source;

(19) fees, costs and expenses incurred by Landlord in connection with or relating to claims against or disputes with tenants of the Building including, without limitation, legal fees and disbursements;

(20) any costs actually reimbursed under the warranty of any general contractor, subcontractor, manufacturer, materialman, vendor, or supplier and realized by Landlord;

(21) general corporate overhead and administrative expenses of Landlord or its managing agent that are not directly related to the operation, management, or maintenance of the Building;

(22) costs (including costs, such as, but not limited to, attorneys' fees and disbursements, associated with any court judgment or arbitration award obtained against Landlord) directly resulting from the willful misconduct of Landlord

(23) costs incurred as a result of Landlord’s breach of its obligations under this Lease; and

(24) sums paid by Landlord for any indemnity, damages, fines, late charges, penalties or interest for any late payment.

Base Year: Base Year shall mean calendar year 2024, except that if the Commencement Date of this Lease occurs in calendar year 2025, then the Base Year shall mean calendar year 2025.

Taxes: Taxes shall mean real estate taxes and any other taxes, charges and assessments which are levied with respect to the Building or the land appurtenant to the Building, or with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in the Building and used in connection with the operation of the Building and said land, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all fees, reasonable expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Building. If any taxes paid by Landlord and previously included in Taxes are refunded, Landlord shall pay, or credit Tenant its Proportionate Share, thereof after deducting Landlord’s reasonable expenses in obtaining same.

C. Within ninety (90) days of the end of each calendar year, an annual determination of Operating Expenses shall be made by Landlord and shall be binding upon Landlord and Tenant, subject to Tenant’s right to object thereto and conduct an audit as set forth herein. Tenant may review the books and records supporting such determination in the office of Landlord, or Landlord’s agent, during normal business hours, upon giving Landlord five (5) days advance written notice within thirty (30) days after receipt of such determination. Tenant shall not be charged for its review of the records. In the event that during all or any portion of any Lease Year, the Building is not fully rented and occupied Landlord may make any appropriate adjustment in occupancy-related Operating Expenses for such year for the purpose of avoiding distortion of the amount of such Operating Expenses to be attributed to Tenant by reason of variation in total occupancy of the Building, by employing sound accounting and management principles to determine Operating Expenses that would have been paid or incurred by Landlord had the Building been fully rented and occupied, and the amount so determined shall be deemed to have been Operating Expenses for such Lease Year, provided that no such “grossing up” shall result in a profit to Landlord.

D. If Tenant disputes Landlord’s determination of Operating Expenses, Tenant shall give Landlord written notice of such dispute within thirty (30) days following Tenant’s receipt of Landlord’s statement. Tenant's failure to give such notice shall constitute a waiver of its right to dispute the amounts so determined. If Tenant timely objects, Tenant shall have the right to engage its own accountants ("Tenant's Accountants") for the purpose of verifying the accuracy of Landlord’s statement. If Tenant's Accountants determine that an error has been made, Landlord and Tenant's Accountants shall endeavor to agree upon the matter, failing which Landlord and Tenant's Accountants shall jointly select an independent certified public accounting firm (the

"Independent Accountant") which firm shall conclusively determine whether Landlord's statement is accurate, and if not, what amount is accurate. Both parties shall be bound by such determination. All costs incurred by Tenant in obtaining Tenant's Accountants and the cost of the Independent Accountant shall be paid by Tenant. In the event it is determined that Tenant has been overcharged its Proportionate Share of Operating Expenses by a factor of five (5%) percent or more, Landlord shall reimburse Tenant the reasonable cost of Tenant's audit.

E. Prior to the actual determination thereof for a particular calendar year, Landlord may from time to time reasonably estimate Tenant's liability for Operating Expenses and Taxes for the subject year or portion thereof. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay Additional Rent in the amount of such estimate. Any such increases pursuant to this Section 8.E. shall remain in effect until further written notification to Tenant.

F. When the above-mentioned actual determination of Tenant's liability for Operating Expenses and/or Taxes is made for any calendar year and when Tenant is so notified in writing, then:

(1) If the total Additional Rent Tenant actually paid on account of Operating Expenses and/or Taxes for the calendar year is less than Tenant's liability for Operating Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as Additional Rent in one lump sum within thirty (30) days of receipt of Landlord's bill therefor; and

(2) If the total Additional Rent Tenant actually paid on account of Operating Expenses and/or Taxes for the calendar year is more than Tenant's actual liability for Operating Expenses and/or Taxes, then Landlord shall credit the difference against the then next due payments to be made by Tenant of Base Rent and Additional Rent, and if no further Base Rent is due Landlord shall refund such remaining difference to Tenant within thirty (30) days.

G. If the Commencement Date is other than January 1 or if the termination date of the Lease is other than December 31, Tenant's liability for Operating Expenses and Taxes for the Lease Year in which the Commencement Date occurs, and the Lease Year in which the termination date occurs, shall be prorated based upon a three hundred sixty-five (365) day year. Notwithstanding the above, Tenant's obligation to pay any increase or Landlord's obligations to refund any overage will survive the expiration or other termination of this Lease.

H. Provided Tenant shall not be in default under this Lease, and subject to the other provisions of this Lease, Landlord agrees to furnish to the Premises at all times (except as otherwise provided below), the following services and utilities subject to the rules and regulations of the Building prescribed from time to time: (a) water and sewer suitable for normal school use of the Premises; (b) heat and air conditioning required in Landlord's reasonable judgment for the comfortable use and occupation of the Premises; and (c) electricity for lighting, and other normal school use. To the extent that Tenant is not billed directly by a public utility, Tenant shall pay its Proportionate Share of utility charges billed or allocable to the Building in accordance with the provisions set forth above. If Tenant requires any additional work or service, as described above, Landlord may, on terms to be agreed, upon reasonable advance notice by Tenant, furnish such additional service and Tenant agrees to pay Landlord Landlord's reasonable and actual out-of-pocket costs, including any tax imposed thereon, incurred to provide such service.

I. Landlord shall not be in default under this Lease or be liable for any damages directly or indirectly resulting from, nor will the Rent reserved in this Lease be abated by reason of the interruption, limitation, curtailment, rationing or restrictions on the use of water, electricity, gas or any other form of energy serving the Premises or the Building. Landlord shall use reasonable efforts to remedy any interruption in the above described utilities; such interruption shall not constitute an actual or constructive eviction of the Tenant by Landlord.

J. Anything in this Lease to the contrary notwithstanding, the above described utilities shall be subject to and limited by laws, rules and regulations of any governmental authority affecting the supply, distribution, availability, conservation or consumption of such utilities. If Landlord shall attempt to meet such governmental requirements, Landlord, in so doing, shall not be in default in any manner, whatsoever, under the terms of this Lease and Landlord's compliance therewith shall not affect, in any manner whatsoever, Tenant's obligation to pay the full rental set forth in this Lease.

K. Notwithstanding anything contained in this Section 8 to the contrary, in no event shall Tenant’s Proportionate Share of Operating Expenses, excluding Uncontrollable Operating Expenses (as defined below), increase more than five percent (5%) per year from one calendar year to the next calendar year. For purposes of this Section 8.M., “Uncontrollable Operating Expenses” shall include those Operating Expenses over which Landlord has no reasonable means of controlling year-to-year, such as (by way of example and not limitation) insurance premiums, snow and ice removal expenses, water and sewer charges, and utility charges.

L. Tenant shall have the right, upon prior written notice to Landlord and at Tenant's sole cost and expense, to contest the amount or validity, in whole or in part, of any Taxes, or to seek an exemption or reduction in the valuation of the demised premises as assessed for real estate or personal property tax purposes by appropriate proceedings diligently conducted in good faith so long as neither the demised Premises nor any part thereof would be in danger of being forfeited or lost. Landlord shall cooperate with Tenant in any such proceeding. If Tenant is successful in such action or proceeding, Landlord shall reimburse to Tenant the amount of Tenant's share of any reduction in real property taxes received by Landlord as a result of any such contest or proceeding within 10-days after the amount of such reduction has been determined. Additionally, Tenant’s share of real property taxes in subsequent years shall be reduced to the extent of any such tax exemption or reduction as a result of Tenant’s successful pursuit of a real or personal property tax exemption or reduction remains in effect.

M. Tenant shall also be entitled to use of one thousand (1,000) square feet of storage space in 26400 Lahser Road at a rate of $1,000 per month.

9. USE AND OCCUPANCY.

A. Tenant may use and occupy the Premises during the Term of this Lease for school purposes, including related operational, administrative, academic, physical education, recreational, community, and non-profit uses, and for no other purpose whatsoever.

B. Tenant shall not do, permit or suffer any act or thing to be done which is injurious to the Premises, which is a nuisance, contrary to any law, ordinance, rule, regulation or order, or in violation of the Certificate of Occupancy issued for the Premises or the Building.

C. At all times during the Term of this Lease, Tenant shall give prompt notice to Landlord of any notice Tenant receives of any violation of any law or requirement of a governmental authority affecting the Premises, and, at its sole cost and expense, shall comply with all laws and requirements of governmental authorities, including any violation, order or duty imposed upon Landlord or Tenant, arising from or relating to (a) Tenant's use of the Premises; (b) the manner or conduct of Tenant's operations or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the insistence of Tenant; or (d) breach of any of Tenant's obligations hereunder.

D. This Lease does not give Tenant any right to use, and Landlord hereby excludes and reserves for its exclusive use, the following areas in and about the Premises: janitor closets, fans, mechanical, electrical, telephone and similar rooms (other than those installed for Tenant’s use); all areas above the ceiling and below the furnished floor-covering installed in the Premises; all other structural or mechanical elements serving other areas of the Building.

E. The parties agree that no party other than Tenant shall have an ongoing right to occupy Building without providing written notice to the Authorizing Body’s Charter Schools Office (“CSO”) Director 30-days prior to such occupancy. If another school will occupy the Academy’s building, site, or physical plant, the Tenant must provide to the CSO a written analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

10. ENVIRONMENTAL MATTERS.

A. Tenant covenants and agrees that it shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances (as hereinafter defined) or other dangerous or toxic substances, or solid waste, except with the prior written consent of Landlord, and except in compliance with all applicable federal, state and local laws, ordinances, rules and/or regulations. "Hazardous Substances" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 USC § 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 USC § 9601, et. seq.), the Natural Resources and Environmental Protection Act (MCLA 324.101, et seq.), and in the regulations adopted in publications promulgated pursuant thereto, or pursuant to any other federal, state or local governmental law, ordinance, rule or regulation. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises of Hazardous Substances customarily used in operation of a school or activity expressly permitted to be undertaken in the Premises, provided such Hazardous Substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable law, highest prevailing standards, and the manufacturers' instructions and upon advance written notice to Landlord.

B. Tenant has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to Tenant occupying the site. Such liabilities should be the responsibility of the Landlord.

11. ENVIRONMENTAL INDEMNIFICATION.

A. Tenant hereby agrees to indemnify, defend, save and hold Landlord harmless at all times, subsequent to the Commencement Date hereof from (i) any and all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by Landlord as a result of claims, demands, causes of action and actions, suits, rights and damages, whatsoever, whether in law or in equity ("Claim(s)") made by any party whatsoever in connection with any hazardous or toxic waste, pollutants, and/or chemicals generated, stored, leaked, spilled or otherwise disbursed by Tenant, its agents, employees, licensees or invitees, in, on, under, above or about the Premises or the Building and (ii) for injuries sustained or other tort actions brought for claims arising out of Tenant's failure to remove such toxic wastes, pollutants, and/or chemicals from the Premises that were brought upon the Premises by Tenant, its agents, employees, guests, contractors, licensees or invitees. Such indemnification shall include any and all costs of removal of the toxic wastes, pollutants and/or chemicals and shall survive the expiration or early termination of this Lease.

B. Landlord shall indemnify, defend and hold Tenant, its officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, damages, penalties and judgments directly arising out of or attributable to a release, disposal or discharge of Hazardous Substances in violation of law by Landlord, or its employees, contractors or agents. Landlord will indemnify Tenant for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Landlord’s use or prior use of hazardous material at the physical plant. The provisions of this Section 11 shall survive the expiration or earlier termination of this Lease. Landlord shall comply with all applicable laws related to environmental conditions in or about the Building (excluding the Premises and other tenant spaces in the Building), including reporting requirements and the performance of any cleanups required by any governmental authorities by reason of Landlord's violation of this Section.

12. ALTERATIONS BY TENANT.

A. Except as otherwise provided in this Lease, Tenant shall not make any alterations, additions or improvements in or to the Premises without Landlord's prior written consent and all such alterations, additions and/or improvements shall be performed by Landlord or a mutually agreed upon contractor. Tenant shall have the right, but not the obligation, to perform minor, non-structural alterations or improvements to the Premises that cost less than One-Hundred Thousand Dollars ($100,000.00) provided the alternation of improvement does not alter the occupancy classification of the building and Tenant gives Landlord five (5) days written notice of the alteration or improvement.

B. Tenant shall, before making any alterations, additions, installations or improvements with the consent of Landlord, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies, and upon completion, certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord, and Tenant agrees to carry, and to cause Tenant's contractors and subcontractors to carry, such workers' compensation, general liability, personal and property damage insurances as Landlord may reasonably require.

C. Except as provided herein, all alterations, additions and improvements installed in the Premises by either Tenant or Landlord on Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the Premises upon the termination of the Lease; provided, however, that alterations, additions or improvements made by Tenant must be removed and the Premises restored by Tenant to substantially the same condition in which they existed on the Commencement Date (subject to ordinary wear and tear), if so requested by Landlord. Nothing in this Section shall be construed to give Landlord title to or to prevent Tenant's removal of trade fixtures, moveable office furniture or equipment, but upon removal of any such equipment and fixtures from the Premises, Tenant shall immediately, at its expense repair and restore the Premises to substantially the same condition existing prior to installation (subject to ordinary wear and tear) and repair any damage to the Premises or the Building due to such removal. All other property that was permitted to be removed by Tenant at the end of the Term but which remains in the Premises for thirty (30) days after Tenant vacates the Premises shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the Premises by Landlord at Tenant’s expense. All fixtures purchased with Tenant’s funds are owned by Tenant.

D. If Tenant makes improvements to the Building as permitted under this Lease, Tenant shall recoup those investments if the Lease is terminated by Landlord without cause prior to the conclusion of the Term.

13. MAINTENANCE AND REPAIRS.

A. Subject to Tenant’s obligation to maintain the Premises as expressly provided in this Lease, Landlord shall, during the Term of this Lease, maintain and repair the plumbing, heating, electrical, ventilating and air conditioning equipment and systems, parking areas, driveways, sidewalks, landscaping, irrigation systems, roof, building slab and foundation, outer walls and exterior doors and common areas of the Building, all as a common area maintenance item except as expressly provided in Section 8, above. Landlord shall also provide Tenant the use of a back-up generator currently at the Building. Landlord makes no representation or warranty of any kind as to the condition of the generator, Tenant accepts the generator “as is,” Tenant assumes all liability arising from use of the generator and Tenant shall maintain and/or repair the generator at its sole cost and expense.

B. Tenant shall maintain the interior of the Premises and, except as expressly set forth in Section 13.A., above, shall keep the Premises in good, clean order, condition and repair during the Term. Tenant shall replace all light bulbs within the Premises and provide all janitorial service required within the Premises (including cleaning of the interior side of all windows within the Premises), all at Tenant’s sole expense. All contractors used by Tenant for interior work must be approved in advance by Landlord and must be properly insured. Evidence of said insurance shall be provided to Landlord, in advance. In addition, Tenant, at its expense, will repair (or replace as needed) all damage to the Premises, the Building (including the common areas of the Building) or its fixtures and equipment, directly and solely caused by the act, neglect or default of Tenant, its servants, agents, employees, guests, visitors, contractors, invitees or licensees. Although Tenant is responsible for securing janitorial service to the Premises, as an accommodation to Tenant, Landlord is willing to act as a conduit between Tenant and a third-party janitorial service provider for purposes of furnishing janitorial service to the Premises. If Tenant desires to have Landlord secure janitorial service for the Premises, Tenant shall identify the scope and frequency of the desired service and Landlord will secure one or more quotes for same. Tenant shall select from the quotes provided and Landlord will secure the services of the janitorial company. In this case, Tenant shall pay Landlord, as Additional Rent under this Lease, the actual amount charged by the janitorial company, together with an administrative fee of five percent (5%) of the cost of the janitorial service. Said amounts shall be paid on the first day of each month throughout the Term as part of the Operating Expenses. Tenant acknowledges and agrees that Landlord's agreement to arrange for the provision of janitorial services to the Premises is an accommodation to Tenant and that Landlord will not have any liability to Tenant whatsoever in connection therewith.

C. Upon the expiration of the Term, or sooner termination of the Lease, Tenant shall deliver, quit and surrender the Premises, broom clean and in substantially the same condition as when taken (except as otherwise provided in Section 12 above), normal and wear and tear excepted. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, together with the costs, if any, of removing from the Premises any property of Tenant left therein, shall be invoiced to Tenant and shall be payable as Additional Rent within five (5) days after receipt of invoice.

D. Tenant shall not perform any act, or carry on any practice which may injure any portion of the Premises, and shall at all times keep the Premises clean and free from rubbish, dirt and other refuse.

14. INDEMNITY & INSURANCE.

A. Subject to Section 14.E., Tenant shall indemnify and hold Landlord harmless from any and all loss, damage, claim of damage, liability or expense, including without limitation reasonable attorney fees (collectively "Damages"), to any person or property in or on the Premises arising directly or indirectly out of or in connection with (i) the use of the Premises by Tenant, its agents, employees, contractors, licensees or invitees, or (ii) the failure of Tenant to comply with any provision of this Lease, or (iii) the condition of the Premises.

B. Tenant shall maintain and keep in full force and effect during the Term of this Lease, general liability and casualty insurance in the amount of one million ($1,000,000) dollars for personal injury, death or any one casualty resulting from one occurrence. Tenant shall deliver to Landlord a certificate evidencing such coverage and naming Landlord as an additional insured. Such insurance policy shall provide that no cancellation shall be effective without at least fifteen (15) days' prior written notice to Landlord.

C. At all times during the Term of this Lease, Tenant will carry and maintain, at Tenant's expense, fire and extended coverage insurance covering all leasehold improvements in the Premises and all of Tenant's equipment, trade fixtures, appliances, furniture, furnishings and personal property from time to time in, on or upon the Premises. This insurance will be in an amount not less than the full replacement cost without deduction for depreciation. This insurance will provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all-risk), boiler, flood and sprinkler leakage. Tenant shall also maintain, at its sole costs and expense, workers compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers compensation laws of the State of Michigan.

D. Landlord shall, at its cost maintain insurance policies as follows: (i) "all risk" property insurance which shall be primary on the Premises (except as otherwise provided herein), the Building (including the common areas and all plate glass located from time to time in, on or upon the Premises) at all times during the Term of this Lease, in amounts equal to the full replacement value of the improvements thereon (excluding those leasehold improvements and personal property required to be insured by Tenant pursuant to this Lease), and (ii) commercial general liability insurance on an occurrence basis with limits of liability in an amount of not less than $1,000,000 combined single limit for each occurrence. Such insurance policies shall be issued by insurers as are responsible and licensed to do business in state in which the Building is located.

E. Landlord and Tenant hereby waive any rights, claims, indemnity obligations or causes of action each may have against the other, and Tenant hereby waives any rights it may have against Landlord's lender(s), on account of any loss or damage occasioned to the Landlord or Tenant, as the case may be, or their respective property, the Premises, its contents or to other portions of the Building, arising from any risk generally covered by fire and extended coverage insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. Tenant, on behalf of its insurance companies insuring the Premises, its contents, Tenant's other property or other portions of the Building, waives any right of subrogation which such insurer or insurers may have against any of Landlord's lenders. The foregoing waivers of subrogation shall be operative only so long as available in the State of Michigan and provided further that no such policy is invalidated thereby.

15. SUBORDINATION AND ATTORNMENT.

A. Landlord shall be entitled to subject and subordinate this Lease, at all times, to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, provided that, if and when any such mortgage is placed, the mortgagee shall agree, for itself and for every subsequent holder or owner of the mortgage and for any receiver or purchaser of the Premises, that in the event of foreclosure, Tenant's quiet possession of the Premises will not be disturbed on account of said mortgage or by reason of anything done thereunder, so long as Tenant pays the Rent and keeps the other covenants on its part to be performed. Landlord shall use good faith efforts to obtain from any such mortgagee such a non-disturbance agreement in favor of Tenant.

B. Tenant shall at any time upon the reasonable request of Landlord, execute and deliver in recordable form and in substance satisfactory to Landlord, an estoppel certificate certifying: the date Tenant accepted occupancy of the Premises; the date to which Rent has been paid; the amount of any Security Deposit; that this Lease is in full force and effect and has not been modified or amended (or if modified or amended, describing the same) and, to the best of Tenant's knowledge and belief and without due diligence investigation, that there are no defenses or offsets thereto or defaults of Landlord under this Lease (or if any be claimed, describing the same); and such other matters as Landlord may reasonably request. Tenant's failure to deliver such certificate within ten (10) business days of the demand therefore shall be a default hereunder.

16. ASSIGNMENT AND SUBLETTING.

A. Except as permitted by Section 16.B below, Tenant agrees not to assign or in any manner transfer this Lease or any interest in this Lease without the previous written consent of Landlord and, if applicable, Landlord’s mortgagee, and not to sublet the Premises or any part of the Premises or allow anyone to use or to come in with, through or under it without like consent, which consent will not be withheld, conditioned or delayed unreasonably. Landlord’s decision to accept or deny a proposed assignment and/or sublease may be based, by way of example but not limitation, upon the financial wherewithal and/or creditworthiness of the proposed assignee/subtenant and/or the compatibility of the proposed assignee/subtenant with the Building and/or other occupants of the Building. Landlord’s consent shall not be required for an assignment or sublease to an entity which is a parent, wholly-owned subsidiary, or affiliate of Tenant under common control, or which has purchased substantially all of the assets of the school conducted by Tenant. In no event may Tenant assign or otherwise transfer this Lease or any interest in this Lease at any time while in default hereunder. One such consent will not be deemed a consent to any subsequent assignment, subletting, occupation, or use by any other person or entity. The acceptance of rent from an assignee, subtenant or occupant will not constitute a release of Tenant from the further performance of the obligations of Tenant contained in this Lease.

B. Tenant shall have the right to assign this Lease in its entirety or to sublet all or any portion of the Premises without consent of the Landlord, at a price determined by and paid solely to Tenant, to : (a) Crescent Academy’s affiliates (including its management company), (b) any entity resulting from a merger or a consolidation with or a reorganization of Tenant, (c) any entity succeeding to the school operated by the Tenant at the Premises, (d) any subsidiary or affiliate of Tenant, or (e) to any school or nonprofit entity, or (f) any contracted vendor entity (collectively, the "Permitted Transferees"). However, any Permitted Transferee shall have at least the same financial wherewithal and credit worthiness of Tenant, or the assignment to the Permitted transferee is prohibited.

Tenant shall have the right to sublease or license or otherwise permit shared occupancy to any person or entity that is not a Permitted Transferee described above for up to 25% of the Premises during the first 5 years and 10% thereafter without Landlord's consent. Any other assignment or sublease shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed nor conditioned and shall be provided within thirty (30) days based upon a signed term sheet. All transfers, assignments and sublets shall be subject to a 50/50 profit share net of all related transaction costs and investments. Landlord shall not have the right to recapture space, to control or set the amount of the sublease rent, or set any other conditions that may serve to inhibit Tenant's ability to sublease or assign all or a portion of the Premises.

C. Tenant shall reimburse Landlord for any professional fees (including attorneys' fees and/or accountants' fees) incurred by Landlord in connection with any proposed sublease or assignment of this Lease, subject to a cap of two thousand and 00/100 dollars ($2,000.00) for each proposed sublease or assignment.

D. Notwithstanding any other provision of this Paragraph 16, Tenant shall remain liable and responsible for obligations of Tenant under this Lease even in the event of an assignment, subletting, and/or transfer of any kind. Provided that Tenant's subtenant is not in default at any point for 4 consecutive years, Tenant shall be released from any liability under this lease.

17. BANKRUPTCY OR INSOLVENCY.

A. If the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if any proceedings are filed by or against the guarantor under the Bankruptcy Code or any similar provisions of any future federal bankruptcy laws, or if Tenant or guarantor shall cease doing business as a going concern or generally not pay its debts as they become due, relating to this Lease, or if a receiver or trustee of the property of Tenant or the guarantor of Tenant shall be appointed under state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law, and any of the foregoing of which is not dismissed within sixty (60) days, then and in such event, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder declaring an Event of Default under Section 20.

B. Neither Tenant's interest in the Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created shall pass to any trustee, receiver, assignee for the benefit of creditors or other person or entity or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such transfer in writing. No acceptance by Landlord of Rent or any other payment from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived nor shall it waive the requirement of Landlord's consent or the right of Landlord to terminate this Lease in the absence of such consent to any transfer of Tenant's interest in this Lease.

C. In the event that either a voluntary petition or involuntary petition for reorganization or liquidation or adjustment of debts is filed either by or against Tenant under Chapter 7, 11 or 13 of the Bankruptcy Code, the Tenant, as debtor in possession, or the bankruptcy trustee, must elect to assume or reject this Lease within sixty (60) days after the date of filing of the petition. If the Tenant, trustee or debtor in possession shall elect to assume this Lease, whether for the purpose of assignment or otherwise, such election and assignment may only be made if all of the terms and conditions hereinafter set forth are satisfied. If the Tenant, trustee or debtor in possession shall fail to elect or assume this Lease within sixty (60) days after the date of filing the bankruptcy petition, this Lease shall be deemed to have been rejected. In the event of such rejection, Landlord shall thereupon be immediately entitled to possession of the Leased Premises without further obligation to the Tenant, trustee or debtor in possession and this Lease shall be canceled, but Landlord's right to be compensated for damages in such proceeding shall survive.

D. In the event that a voluntary or involuntary bankruptcy petition is filed by or against Tenant, and Tenant, trustee or debtor in possession elects to assume the Lease, such assumption shall only be effective if each of the following conditions, which Landlord and Tenant hereby acknowledge to be commercially reasonable in the context of a bankruptcy proceeding of Tenant, have been satisfied:

(1) The Tenant, trustee or the debtor in possession has cured or has provided Landlord adequate assurance that the Tenant, trustee or debtor in possession will cure all monetary defaults under the Lease within ten (10) days from the date of assumption of the Lease.

(2) The Tenant, trustee or the debtor in possession has cured or has provided Landlord adequate assurance that the Tenant, trustee or debtor in possession will cure all non-monetary defaults under the Lease within thirty (30) days from the date of assumption of the Lease.

(3) The Tenant, trustee or the debtor in possession has compensated or has provided to Landlord adequate assurance that Landlord will be compensated for any pecuniary loss incurred by Landlord arising from the default of the Tenant, trustee or debtor in possession within ten (10) days from the date of assumption of the Lease.

(4) The Tenant, trustee or debtor in possession has provided Landlord with adequate assurance of the future performance of each of the Tenant's, trustee's or debtor in possession's obligations under this Lease; provided, however, that the Tenant, trustee or debtor in possession shall also deposit with the Landlord as security for the timely payment of Rent an amount equal to two (2) months' Rent accruing under this Lease.

(5) The assumption of the Lease will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Premises.

E. Notwithstanding any provisions of this Section 17 to the contrary, if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code:

(1) Any and all monies or other considerations, payable or otherwise, to be delivered in connection with such assignment, shall be paid or delivered to Landlord, and remain the exclusive property of Landlord and shall not constitute property of Tenant or the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations

constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord; and

(2) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

18. FIRE AND CASUALTY DAMAGE.

A. In the event the Premises and/or other areas of the Building are damaged or destroyed in whole or in part by fire or other casualty during the Term of this Lease, then, except as otherwise provided herein, Landlord shall, following its receipt of insurance proceeds, commence and diligently pursue the restoration of the damaged area(s) to good and tenantable condition, and shall use all available insurance proceeds therefor.

B. The proceeds of all such insurance pertaining to such loss shall be payable to Landlord and/or Landlord's mortgagee and Tenant shall have no right or interest therein.

C. The Rent required under this Lease shall abate in proportion to the area of the Premises which is untenantable.

D. Landlord shall restore the Premises to substantially the same condition as before the occurrence of such casualty as soon as possible thereafter give possession of the Premises to Tenant without the diminution or change of location. In no event shall Landlord be required to repair or replace (a) Tenant's personal property (such as wall coverings, carpeting and window treatments) except to the extent such personal property was originally provided by Landlord at Landlord's cost under the terms of this Lease; or (b) Tenant's furnishings, operating equipment, trade fixtures or merchandise; or (c) personal property of Tenant's agents, employees, contractors, licensees or invitees.

E. Notwithstanding anything to the contrary contained in this Lease, in the event the Premises or the Building are damaged or destroyed by fire or other casualty during the Term hereof, Landlord and Tenant shall each have the right to terminate this Lease upon the occurrence of any of the following and upon written notice given to the other within thirty (30) days after the date of such occurrence:

(1) If less than fifty (50%) percent in area of the Premises has been damaged or destroyed, but in Landlord's reasonable opinion repairs cannot be completed within one hundred eighty days after the date of such occurrence; or

(2) If more than fifty (50%) percent in area of the Premises has been damaged or destroyed; or

(3) If less than fifty (50%) percent in area of the Building has been damaged or destroyed, but in Landlord's reasonable opinion repairs cannot be completed within one hundred eighty (180) days after the date of such occurrence; or

(4) If more than fifty (50%) percent of the Building has been damaged or destroyed; or

(5) If, as a result of the requirements of any mortgage on the Building, or for any other reason whatsoever, the available insurance proceeds are insufficient to complete the necessary repair and restoration and Landlord does not elect to contribute any additional amounts needed to restore the Building; or

(6) If the Premises or the Building are damaged or destroyed during the last year of the Term of this Lease.

Termination of the Lease pursuant to this Section shall be effective ten (10) days after Tenant receives from Landlord, or Landlord receives from Tenant, the written notice required above.

19. CONDEMNATION.

A. If the whole of the Premises is taken by any public authority under the power of eminent domain, then this Lease shall terminate on the date possession of the Premises is delivered to such public authority. Base Rent and Additional Rent shall be paid to that date and prorated accordingly and cease thereafter.

B. If part of the Premises is taken by any public authority under the power of eminent domain, then, on the date possession is required by such public authority this Lease shall terminate as to the portion taken and the Rent due hereunder shall be reduced in proportion to the amount taken. Except as otherwise provided herein, Landlord shall immediately commence and diligently pursue the restoration of the remaining Premises to the extent necessary to permit the continued use of the Premises, and shall use Landlord's Condemnation Award (as hereinafter described) therefor.

C. During the period of making such repairs, Rent shall abate as to that portion of the (remaining) Premises which is untenantable.

D. Landlord shall restore the Premises to substantially the same condition as before the taking. In no event shall Landlord be required to repair or replace (a) Tenant's personal property (such as wall coverings, carpeting and window treatments) except to the extent (i) such personal property was originally provided by Landlord at Landlord's cost under the terms of this Lease or (ii) Landlord's Condemnation Award contains an amount allocated for reimbursement for such personal property; or (b) Tenant's furnishings, operating equipment, trade fixtures, or merchandise.

E. Notwithstanding anything to the contrary contained in this Lease, if part of the Premises, and/or part of the Building in which the Premises are located, or part of the land upon which the Building is located, is taken by any public authority under the power of eminent domain, either Landlord or the Tenant shall have the right to terminate this Lease upon the occurrence of any of the following and upon written notice given to the other not later than sixty (60) days after condemnation proceedings against the Premises (or, if such proceedings are not commenced, not later than fourteen (14) days before Landlord delivers possession of the part so taken by such public authority):

(1) If the taking of part of the Premises significantly and adversely affects Tenant's use of the Premises; or

(2) If the taking of part of the Building or the land upon which the Building is located, significantly and adversely affects Tenant's use of the Premises, whether or not part of the Premises are taken; or

(3) If restoration of the remainder of the Premises and/or the Building cannot in the opinion of an objective and qualified third party in the commercial construction field be completed within one hundred eighty (180) days after the date possession is required by the public authority; or

(4) If Landlord's Condemnation Award is insufficient to complete the necessary restoration and Landlord does not elect to contribute any additional amounts needed to restore the Building; or

(5) If the taking (i.e., the date possession is required by the public authority) occurs within the last year of the Term of this Lease.

Termination of the Lease pursuant to this Section shall be effective as of the earlier of the date possession is required by the public authority or sixty (60) days after Tenant or Landlord receives a termination notice described above.

All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises and any improvements to the Premises made by, and paid for by, Landlord. The amount received by Landlord which is allocable to the Premises shall be "Landlord's Condemnation Award".

Notwithstanding the foregoing, Tenant shall have the right to make a claim against the condemning authority for the value of Tenant's trade fixtures, furniture, personal property, interruption or dislocation of business, loss of good will and for moving and remodeling expenses.

20. DEFAULT AND REMEDIES

A. Any of the following occurrences shall constitute an “Event of Default”:

(1) Subject to Section 20(G) below, Tenant fails to pay any monetary obligation, including, but not limited to, Base Rent, Additional Rent, delinquency charges, utilities or other charges specific to the Building or Premises which such non-payment adversely impacts Landlord, when due and payable.

(2) Landlord declares an Event of Default as permitted in Section 17, Bankruptcy or Insolvency.

(3) Tenant violates or fails to comply with or is in default in the performance of any other provision of this Lease for a period of thirty (30) days after written notice from Landlord of such violation, noncompliance, or default.

B. Upon the occurrence of an Event of Default, and notwithstanding the fact that Landlord has or may have some other remedy under this Lease or at law or in equity, Landlord may (but will not be required to) give Tenant written notice of the Termination of this Lease ("Termination Notice") or re-enter the Premises or exercise any and/or all other remedies available under Michigan law. Upon the giving of the Termination Notice, this Lease and the Term and estate hereby granted shall expire and terminate upon the Termination Date as fully and completely and with the same force and effect as if the Termination Date were the expiration date of the Lease and all rights of Tenant shall terminate.

C. From and after any date upon which Landlord is entitled to give a Termination Notice, Landlord may, without further notice, enter upon, re-enter, possess and repossess itself of the Premises, by summary proceedings, ejectment or as otherwise permitted by law, and may dispossess and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental and other income of and from the same.

D. Upon and after such entry into possession, Landlord, at its option, may either terminate this Lease by giving the Termination Notice described above, or, without terminating this Lease, relet the Premises or any part thereof on such terms and conditions as Landlord deems advisable in its sole discretion. The proceeds of such reletting shall be applied: (a) First, to the payment of any indebtedness of Tenant to Landlord other than Base Rent or Additional Rent; (b) Second, to the payment of any reasonable costs of such reletting including the cost of any reasonable alterations and repairs to the Premises, brokerage fees and expenses, advertising expenses, inspection fees and attorney's fees; (c) Third, to the payment of Base Rent and Additional Rent due and unpaid hereunder; (d) Fourth, to any damages and reasonable costs and expenses incurred by Landlord as a result of Tenant's breach; and (e) the residual, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the proceeds of such reletting during any month be less than the monthly installments of Base Rent or Additional Rent required hereunder, then Tenant shall pay such deficiency to Landlord upon demand.

E. Whether or not Landlord terminates the Lease because of Tenant's default, Landlord shall use commercially reasonable efforts to mitigate its damages by reletting the Premises, but Landlord shall have no liability or responsibility in any way whatsoever for its failure to relet the Premises or, in the event of reletting, for failure to collect the Rent under such reletting. The failure of Landlord to relet the Premises or any part thereof shall not release or affect Tenant's liability for Rent or damages. Landlord and Tenant shall comply with applicable law regarding mitigation of damages.

F. Each and every right, remedy and benefit provided by this Lease to Landlord shall be cumulative and shall not be exclusive of any other right, remedy or benefit allowed by law. These remedies may be exercised jointly or severally without constituting an election of remedies.

G. Notwithstanding anything set forth in this Section 20 to the contrary, and without affecting Tenant’s obligation to pay interest for delinquent Rent and other charges, Landlord shall provide Tenant with written notice of a monetary default and allow Tenant ten (10) days in which to cure prior to assessing a delinquency charge or initiating any formal action for non-payment or declaring an Event of Default hereunder for failure by Tenant to pay Rent or other charges by the due date set forth in this Lease. Landlord shall have no obligation to provide such notice in the event Tenant defaults in the payment of Base Rent or Additional Rent more than twice during any calendar year or in the event Tenant has defaulted in the payment of Base Rent or Additional Rent more than eight (8) times during the Term.

H. One or more waivers by Landlord of any term and condition hereunder or default by Tenant hereunder shall not be construed as a waiver of such term and condition or default in the future or any subsequent default for the same cause. Any consent or approval given by Landlord requiring such consent or approval shall not constitute consent or approval to any subsequent similar act by Tenant.

I. In the event Landlord elects to terminate this Lease, then Landlord shall have the right to accelerate all of the Rent (both Base and Additional, to the extent determined) due hereunder for the balance of the Term of the Lease and Tenant shall forthwith pay to Landlord upon demand, as liquidated damages, the deficiency between the amount of said accelerated Rent, (discounted to present value using a seven (7%) percent interest factor) and either the proceeds of reletting for what would have been otherwise constituted the balance of the Term or the reasonable rental value of the Premises for such balance of the Term if the Premises are not relet by Landlord within thirty (30) days following the Termination Date. In computing such liquidated damages there shall be added to such deficiency any expenses incurred in connection with obtaining possession of and reletting the Premises, whether such reletting is successful or not, which expenses include but are not limited to attorneys’ fees, brokerage fees and expenses, advertising expenses, reasonable alterations and repairs to the Premises, and inspection fees.

J. If Landlord and Tenant litigate any matter arising under this Lease, the non-prevailing party shall pay all reasonable attorneys' fees, costs and expenses incurred by the prevailing party, including any proceeding under the Federal Bankruptcy Code or any matter in arbitration or on appeal.

21. CURING DEFAULT.

If either party defaults in the performance of any provision of this Lease, the non-defaulting party shall have the right (but not the obligation) in addition to any and all other rights and remedies which it may have at law or in equity, to cure such default for the account of the defaulting party, upon thirty (30) days prior written notice to the other, except that in an emergency which poses an immediate threat to person or property Landlord may cure such default without prior notice to Tenant. Upon receipt of notice of such cure and demand for payment, the defaulting party shall repay any payment or expenditure within forty five (45) days after demand therefor, together with interest at the rate of nine (9%) percent per annum. Either party's failure to exercise its right to cure such default(s) shall not be deemed a breach of the Lease nor a waiver or release of any of the other party's obligations under the Lease. Tenant shall not have the right to offset the cost of any cure against any future obligations to pay Base Rent or Additional Rent under this Lease.

22. NOTICES.

Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at the Premises and sent via certified mail, return receipt requested or overnight delivery service or personal delivery and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and sent via certified mail, return receipt requested or by overnight delivery service or by personal delivery.

23. ACCESS TO PREMISES.

Upon reasonable prior written notice (except in the case of an emergency), Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the condition of the Premises, performing any necessary inspections of, and/or service to, any Building and/or mechanical systems, and to show the Premises to prospective lenders or purchasers. During the last one hundred eighty (180) days of the Term, upon reasonable prior written notice, Landlord shall have the right to enter upon the Premises to show the Premises to real estate agents, tenants or purchasers; however, in no event shall any showings occur during normal school hours. In connection with entering the Premises pursuant to this Section 23, Landlord will use commercially reasonable efforts to minimize any inconvenience to Tenant, including scheduling all entries during non-school hours where practical. If the Landlord deems any repairs necessary and proper to maintain the integrity of the Building, which repairs are Tenant's responsibility under this Lease, Landlord may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs using reasonable care and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs, the Tenant agrees that Tenant will pay as Additional Rent to the Landlord the reasonable cost thereof and if Tenant shall default in such payment the Landlord shall have the remedies provided in Sections 20 and 21 hereof.

24. QUIET ENJOYMENT.

The Landlord covenants that the Tenant, on payment of all installments of Rent and performing all the covenants in this Lease, shall and may peacefully and quietly have, hold, and enjoy the said Premises for the Term.

25. HOLDING OVER.

It is hereby agreed that in the event of the Tenant holding over after the expiration of this Lease, thereafter the tenancy shall be from month to month on the same terms and conditions of this Lease, including the obligation to pay Base Rent, Additional Rent and any other sums payable under this Lease; provided, however, that the monthly Base Rent during the first (1st) month of any holdover shall be the same as the Base Rent payable during the last full month of the Term of this Lease and the monthly Base Rent during each successive month shall be one hundred twenty-five percent (125%) percent of the monthly installment of Base Rent during the last year of the Term of this Lease.

26. SIGNS.

Tenant shall have exclusive right to exterior signage on the Building as well as monument signage along Lahser Road in front of the Leased premises. Such signs shall be of a type, style, size and appearance reasonably acceptable to Landlord. Tenant acknowledges that Landlord's approval of any signs to be installed or placed on the ground-based monument will be based, among other things, upon municipal requirements, restrictions and limitations; Landlord's desire to maintain some uniformity within the complex in which the Building is located; and Landlord's desire to ensure that any exterior signage is both aesthetically pleasing and consistent with the Building's architectural design. Tenant shall bear all costs associated with sign art, design and fabrication and installation of Tenant's signs both on the outside of the Building and on the ground-based monument.

27. TRANSFER OF PREMISES.

Subject to the terms of this Lease, Landlord shall have the right to sell, transfer or assign the Premises, and/or Landlord's interest under this Lease upon prior written notice of the terms and conditions of the sale, transfer or assignment to Tenant. In the event of such sale, transfer or assignment, Tenant shall attorn to the purchaser, transferee or assignee and recognize such purchaser, transferee or assignee as Landlord under this Lease and Landlord shall be relieved from all subsequent obligations and liabilities under this Lease, provided such obligations are assumed in writing by such purchaser, transferee or assignee and provided to Tenant.

28. APPLICABLE LAW.

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.

29. SUCCESSORS AND ASSIGNS.

The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

30. LANDLORD'S REPRESENTATIONS.

Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Building, the Land, the Premises, permissible uses of Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

31. WAIVER.

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval to or of any similar act by Tenant.

32. FORCE MAJEURE.

In the event either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature beyond the reasonable control of that party, in performing work or doing acts required under the terms of this Lease, then performance of such act shall be extended for a period equivalent to the period of such delay.

33. NO OPTION.

The submission of this Lease for examination or execution does not constitute a reservation of or option for the Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

34. MORTGAGE PROTECTION CLAUSE.

Tenant agrees to give any mortgagees, by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice lessee has been notified, in writing, of the address of such mortgagees. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then except in the event of an emergency, the mortgagees shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently and in good faith pursued.

35. MEMORANDUM OF LEASE.

Neither party shall record this Lease or any portion thereof. However, Tenant may prepare, and Landlord will execute, a Memorandum of Lease evidencing Tenant’s leasehold interest in the Premises and reciting the Term of this Lease and Tenant’s options to renew, if any, and Tenant may record same at Tenant's expense.

36. ATTORNEYS' FEES.

If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant shall pay to the successful litigant all costs and expenses, including reasonable attorney's fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation.

37. TOPICAL HEADINGS.

Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

38. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY.

This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease, will alter the covenants, agreements and undertakings herein set forth. This Lease shall not be modified in any manner, except by an instrument in writing executed by the parties and in accordance with the Contract. If any term or provision of this Lease or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

39. EXCULPATION.

A. Landlord shall have no personal liability with respect to any of the provisions of this Lease or any obligation arising from, or in connection with, this Lease. If Landlord or any successor in interest shall be a corporation, joint venture, limited liability company, tenancy-in-common, firm, or partnership, the shareholders, officers, or directors of the corporation, members of the joint venture, limited liability company, tenancy-in-common, firm or partnership shall have no personal liability with respect to any of the provisions of this Lease or any obligation arising from or in connection with this Lease.

B. If Tenant shall assert a claim against Landlord and Landlord is the owner of the Premises at the time the claim is asserted, Tenant shall look solely to the Landlord's ownership estate in the Premises for the satisfaction of all remedies of Tenant.

C. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts of omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises hereby leased or for any loss or damage resulting to the Tenant or his property from the interruption of electrical or gas service or the bursting, stoppage or leaking of water, gas or sewer lines, or from any other cause whatsoever, unless such loss or damage was directly and solely caused by Landlord's gross negligence or willful misconduct.

40. BROKER REPRESENTATION.

Landlord and Tenant each represent and warrant to the other that they have had no dealing with any broker, agent or any other person in connection with the negotiation or execution of this Lease other than OPEN Impact Real Estate and Transwestern Commercial Services (Tenant's Brokers and P.A. Commercial, LLC (Landlord's Broker). Landlord will compensate the Brokers pursuant to a separate fee agreement between Landlord and the Broker.

41. RULES AND REGULATIONS.

The rules and regulations applicable to the Premises are contained in attached Exhibit D. Landlord reserves the right to make such changes in the rules and regulations as Landlord reasonably deems appropriate. Tenant agrees to comply with and abide by the rules and regulations, as the same may be amended, provided that any changes in the rules and regulations do not adversely affect Tenant.

42. PROVISION REQUIRED BY TENANT'S CHARTER CONTRACT.

A. Notwithstanding any other provision under this Lease to the contrary, in the event that Bay Mills Community College, the authorizer of the Tenant, revokes, terminates or does not renew the Tenant's Charter Contract to operate as a public school academy, this Lease shall terminate upon the effective date of such revocation, termination or non-renewal without further penalty or obligation of the Tenant.

B. This Lease shall not be effective until Bay Mills Community College Charter Schools Office (the "CSO") issues its notice of non-disapproval of the Lease.

C. No party other than the Tenant shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the CSO Director 30-days prior to such occupancy.

D. All lease and physical plant records of the Landlord related to the Tenant will be made available to the Tenant's independent auditor and the CSO without cost.

E. Any amendments to the Lease Agreement must be reviewed by the CSO before execution.

F. Nothing in this Lease shall be interpreted to interfere with the Tenant's Board of Directors' exercise of its statutory, contractual and fiduciary responsibilities governing the operation of Tenant. No provision of the Lease shall be interpreted to prohibit the Tenant's Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

G. If Landlord procures equipment, materials and supplies at the request of or on behalf of Tenant, Landlord shall follow applicable competitive bidding laws. In such cases, Landlord shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties (except that the Landlord may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).

The provisions of this Paragraph G shall not apply to any Landlord's Work, as defined in this Lease, including the work contemplated by Section 44 below, under applicable law. Landlord and Tenant agree that no funds of the Academy are being utilized for Landlord Work or the work contemplated by Section 44 to convert the storage space to part of the Premises.

43. INTENTIONALLY OMITTED

44. RIGHT TO CONVERT THE STORAGE SPACE TO PREMISES. .

Throughout the Term of the Lease, Tenant shall have the right to build out the entire Storage Space, which will obligate Tenant to add this square footage to the Premises. In exchange for this Option to Convert the Storage Space to Premises (the "Option"), Tenant shall pay as Additional Rent $2,000 per month beginning on the Commencement Date, which amount shall escalate by 3% each 12 months (the "Option Rent"). At the end of the 24th month following the Commencement Date, the Option Rent shall increase to $22,000 per month, and increase $10,584.00 per year. Should the Option be exercised, Tenant and Landlord shall agree to an appropriate scope of work within 60 days for Landlord to complete necessary work to obtain any required certificate of occupancy for the expanded Premises. Tenant shall be billed at the then-escalated rent per square foot of the entire Building (approximately 66,134 square ft) upon exercising the Option; provided, Tenant's obligation for the increased rent shall commence on the date that the expanded Premises is Substantially Completed, at which time Tenant's obligation to pay the Option Rent shall cease, and the Storage Space shall become part of the Premises.

46. RIGHT OF FIRST REFUSAL

A. Landlord agrees that Landlord shall not sell the Premises during the Term (including any renewal term) of this Lease, except subject to the Lease. Landlord further agrees that it will not sell the Premises to any person until Landlord has given to Tenant notice in writing of its intent to sell, specifying the price and terms of the contemplated sale as set forth in the Section.

B. If at any time during the term, Landlord shall receive a bona fide offer from a third party for the purchase of the Premises and Landlord shall desire to accept such offer, Landlord shall promptly notify Tenant in writing of any such offer by written notice specifying the material terms of the offer (the "Offering Notice"). The Offering Notice shall contain, inter alia, the following information:

(a) The name and address of the offeror

(b) The purchase price for the Premises

(c) The terms of any financing for the purchase

C. Tenant shall have sixty (60) days from the date of delivery of the Offering Notice to exercise its right of first refusal hereunder. Such right of first refusal shall be exercisable by Tenant's notifying Landlord of its election to purchase the Premises on the same terms as those set forth in the Offering Notice (including commercially reasonable modifications required by the circumstances), within said sixty (60) day period.

D. In the event that Tenant shall have exercised its right of first refusal to purchase the Premises, Landlord and Tenant shall promptly proceed in good faith to enter into a contract of sale within sixty (60) days of Tenant's notification to Landlord of such exercise, which contract of sale shall include the terms of the Offering Notice and such other terms and conditions as are consistent with the Offering Notice and reasonably satisfactory to the parties. If Landlord and Tenant are unable, after such sixty (60) day period, to enter into a contract of sale, Landlord shall no longer have the obligation to sell the Premises to Tenant and Tenant's right of first refusal under this Lease shall be null and void and of no further force and effect.

E. In the event that Tenant waives or is deemed to have waived its rights to purchase the Premises, Landlord shall thereafter have the right to sell the Premises to said third party on terms which are substantially similar to the terms set forth in the Offering Notice.

47. INTENTIONALLY OMITTED

48. INTENTIONALLY OMITTED

49. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be interpreted to restrict Tenant's Board of Directors from waiving its governmental immunity or require Tenant's Board to assert, waive or not waive its governmental immunity.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date and year first written above.

LANDLORD:

Lahser Southfield, LLC, a Michigan limited liability company

By: Billy J. Fox

Its: Manager

TENANT:

Crescent Academy, a Michigan Nonprofit Corporation and Public School Academy

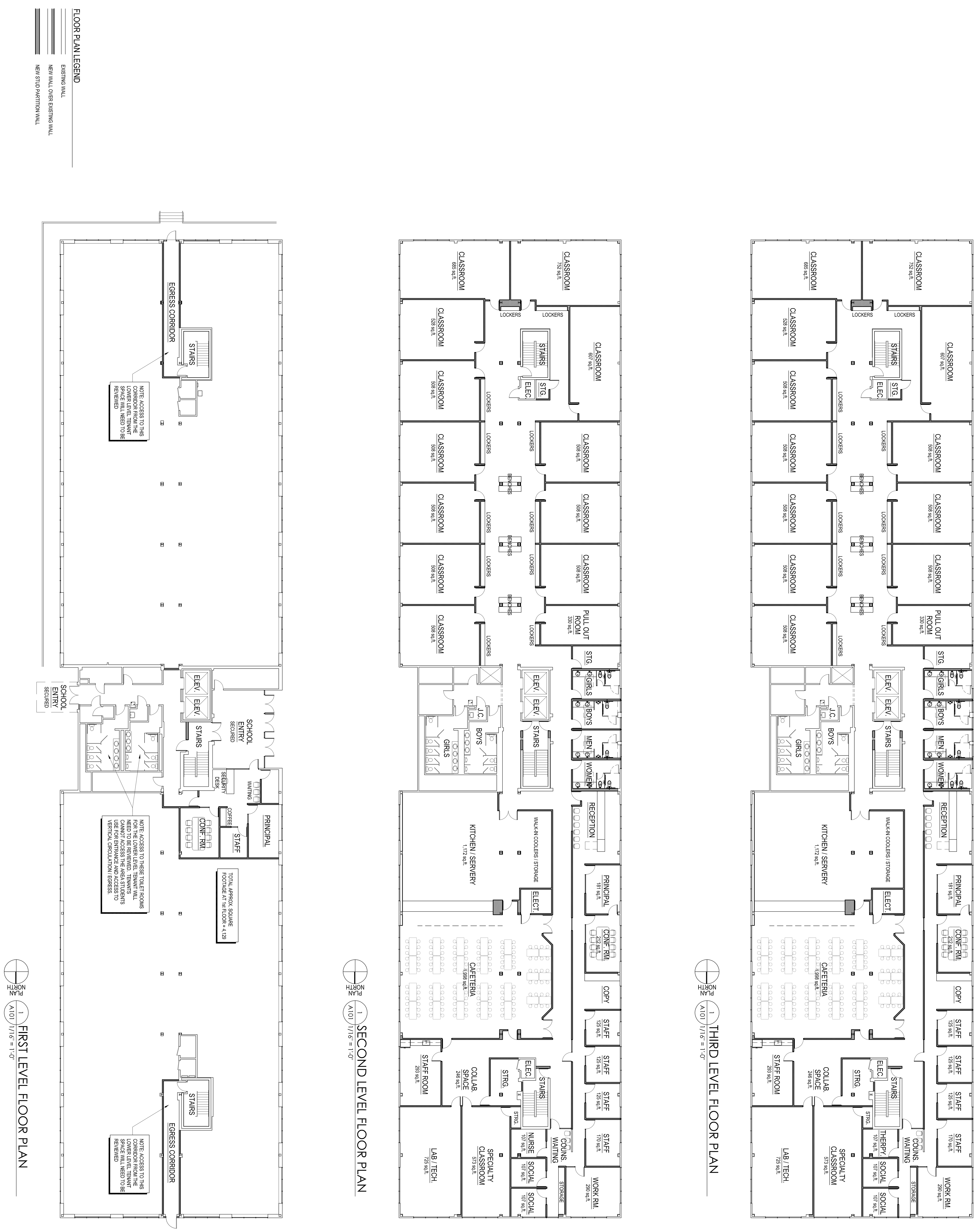
By: Varrita Jackson

Its: Board President

Exhibit A

THIS DRAWING IS THE PROPERTY OF M ARCHITECTS. UNAUTHORIZED USE OF ANY KIND, INCLUDING USE ON OTHER PROJECTS, IS PROHIBITED.

DO NOT SCALE DRAWINGS; USE NOTED DIMENSIONS ONLY.



NOT FOR CONSTRUCTION

ISSUE DATE
11-05-2023 CONCEPT LAYOUT

M ARCHITECTS

PROJECT
TENANT BUILD-OUT
for
CRESCENT ACADEMY

PROJECT ADDRESS
26200 Lahser Road
Southfield, Michigan
48033

PROJECT NUMBER
23.22

SHEET NAME
CONCEPT FLOOR PLANS

SHEET NUMBER
A101

EXHIBIT B

Date: June 22, 2024

Lahser Southfield LLC

18000 Mack Avenue

Grosse Pointe, MI 48230

Crescent Academy

17570 W. 12 Mile Rd

Southfield, MI 48076

RE: School Construction at 26200 Lahser Road, Southfield, Michigan

This Work Letter (the "Letter") sets forth the proposed terms and conditions of the Services described hereunder and shall govern the relationship between the Client and Supplier (the "Parties") until replaced by, if applicable, a definitive, formal agreement addressing the same services and subject matter (the "Definitive Agreement"). The Services considered in this Letter and in the Definitive Agreement are subject in all respects to the following:

1. THE SUPPLIER. Lahser Southfield LLC (the "Supplier") with a mailing address of 18000 Mack Avenue, Grosse Pointe, MI 48230

2. THE CLIENT. Crescent Academy (the "Client") with a mailing address of 17570 W. 12 Miles Road, Southfield, MI 48076.

3. THE SERVICES. The Supplier agrees to provide the following services: build out of the property located at 26200 Lahser Road in Southfield, Michigan, according to a to-be-designed floor plan with approximate finishes and specifications outlined below. Client understands that Supplier has not received a final space plan, nor a full construction set of plans or specifications, so the finishes and terms of this agreement are contingent on the final plan and the timing of receiving them (the "Services").

4. COMPENSATION. All the cost for the Services shall be paid for by the Supplier, except for FFE and any other specified items, which are outlined below.

5. LOCATION. The Supplier shall perform services for the Client at the following primary location: 26200 Lahser Road, Southfield, Michigan (the "Location").

6. START AND END DATE. The Supplier shall immediately begin providing the Services upon Lease execution. Tenant shall agree to a mutually agreeable space plan no later than July 20 ,2024, at which time, construction drawings shall take approximately 90 days. Client understands that its failure to agree on a space plan and list of finishes shall result in a delay of the overall project.

7. INTENTION OF THE PARTIES. This Letter sets forth the intentions of the Parties to use reasonable efforts to negotiate, in good faith, a Definitive Agreement with respect to all matters herein. Notwithstanding paragraphs 7 through 9, which shall be legally binding, any legal obligations with respect to all other matters shall only arise if and when the Parties execute and deliver a Definitive Agreement.

8. GOVERNING LAW. This Letter shall be governed by the laws of the State of Michigan.

9. SIGNATURES.

Client Signature: Dr. Cherise Cupidore Date: 8/1/2024
Crescent Academy
Print Name: Dr. Cherise Cupidore
Its: School Superintendent

Supplier Signature: ______ Date: 7/2/2024
Lahser Southfield LLC
Print Name: Bradley Foster
Its: Manager

Appendix of Finishes

Construction shall be completed at Landlord's expense to a design similar to Exhibit A, and of comparable quality to the premises outlined in this Exhibit B. Although the location of walls and rooms may change from the space plan in Exhibit A, the overall quantity and amount of new construction shall be of a similar scope. Construction and finishes shall include, but not be limited to, the following:

Paint using primer and 2 coats of Sherwin Williams paint

General Requirements

- **Ceiling Heights**: drop ceilings with no more than 15% of average ceiling height being lower than 8'-6".

Flooring and Wall Covering

- **Corridors and Multipurpose Room**: Commercial grade LVT.
- **Classrooms**: LVT or Carpet Floor tile, with options for simple patterns.
- **Administrative Offices and Library**: Carpet tiles.
- **Bathroom Flooring**: LVT, Tile or Epoxy.

- **Bathroom Walls**: Glazed Ceramic Tile placed on Wet Walls as determined by local and State Code/Guidelines at a height specified by local and State Code/Guidelines.
- Existing window tint repaired/replaced where damaged

Doors and Hardware

- **Classroom Doors**: Solid core with vision panels.
- **Hardware**: Brushed stainless finish, compliant with ADA requirements.
- **Lockers**: Subject to further discussion during design phase
- Glass entrance doors from lobby (if desired)
- Black aluminum ready-frames

Light Fixtures

- **Classroom Lighting**: 2x4 Flat Panel LED fixtures with adjustable warmth settings.
- **Office/Hallway/Bathroom Lighting**:2x4 Flat Panel LEDs.
- **Multipurpose Room Lighting**: 2x4 Flat Panel LEDs.
- **Specialty Fixtures:** 2 specialty light fixture allocation

Plumbing Fixtures

- All plumbing and electrical to code per plan
- Hot water service (either central or on-demand) to provide science labs, toilet rooms and kitchen equipment with hot water.
- Provide adequate cold and hot water within building to service tenant plumbing fixtures.
- **Classroom Sinks and Faucets**: Stainless steel with gooseneck faucets.
- **Bathroom Fixtures**: Wall-hung lavatories, manual metered mixing faucets, and ADA compliant toilets.
- **Water Coolers**: Bi-level wall-mount with bottle filling stations.

IT and Low Voltage

- **Cabling**: Low voltage cabling for all audio-visual, security, and information technology needs (to be further negotiated and not necessarily included).
- **Cooling**: Adequate cooling for IT closets.

HVAC System

- **HVAC Requirements**:
- Quiet and efficient system adequate for Tenants use, with multiple zones per floor and separate control for classrooms and large gathering rooms.
- **Documentation**: Provide all engineering documents for review before installation.

Thermal and Acoustic Insulation

- **Insulation**: Minimum R-values as per state energy conservation code.
- **Sound Transmission Class (STC)**: Minimum of estimated STC 40 carried throughout unless specified by local and State guidelines.

- 1/2" drywall throughout and 5/8" where fire rating is necessary, per code. Subject to Insulation and STC specifications above.

Ceiling Finishes

- **Ceiling Tiles**: Suspended acoustic ceiling tiles in classrooms, offices, and corridors. Eg, "Sand Micro" 2x4 ceiling tiles throughout

- **Bathrooms and Kitchen Areas**: Acoustic Ceiling tiles or closed ceiling, up to local code and state requirements.

Fire Protection

- Fire suppression brought up to code per plan
- **Fire Alarm System**: Installation of a comprehensive fire alarm system that complies with all applicable local codes and standards.
- **Sprinkler System**: If code requires; Fully operational sprinkler system installed throughout the building.
- **Smoke Detectors and Fire Extinguishers**: Placement of smoke detectors and fire extinguishers as required by code, with cabinets and clear acrylic bubble doors.

Electrical

- **Electrical Service**: Adequate power supply to meet a demand load of tenants use or as required by code.
- **Lighting**: All lighting to be LED, 3000K, 4000K or 5000K color temperature, with emergency lighting systems as required.
- **Outlets and Switches**: Sufficient electrical outlets and switches in all classrooms, offices, and common areas, including specialized outlets for IT and AV equipment.

- **IT/AV Infrastructure**: Provision of dedicated electrical services for IT and AV systems, including pathways for cabling and connections (Subject to further discussion during design phase)

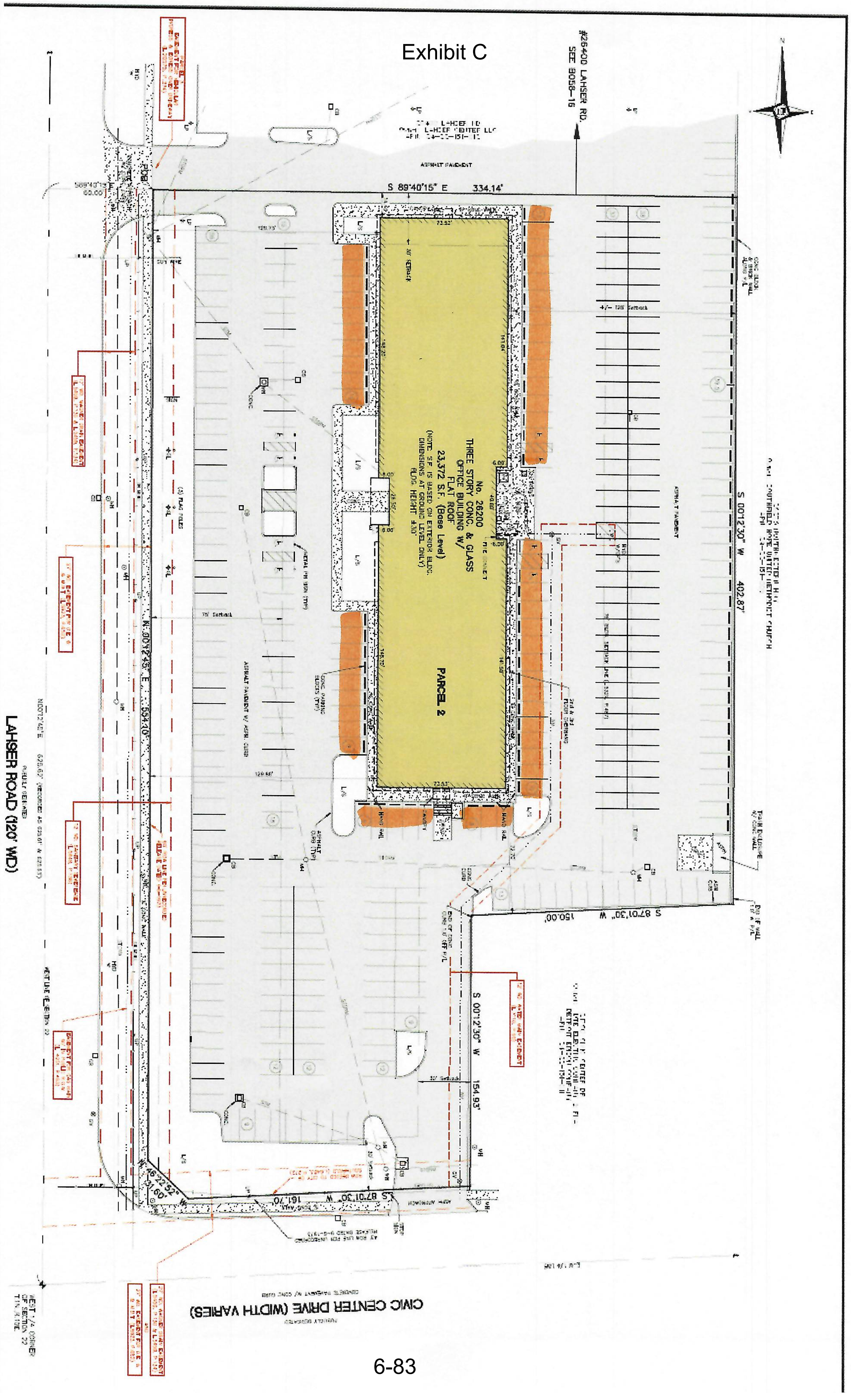
Fixed Furnishings

All loose furniture, IT/AV, specialty, lockers [TBD], and security equipment provided by Tenant.

Provide built-in millwork as follows, refer to program for room types and quantities:

- Classrooms: cabinets, plastic laminate finish
- Science Lab: Epoxy resin worksurfaces with epoxy resinous sink and cabinets with laminate fronts.
- Coordinate all cabinetry with plumbing and electrical work, ensuring that all services are concealed

Exhibit C



#26400 LAHSER RD.
SEE B058-16
S 89°40'15" E 334.14'
No. 26200
THREE STORY CONC. & GLASS
OFFICE BUILDING W/
FLAT ROOF
23,372 S.F. (Base Level)
PARCEL 2
S 00°12'30" W 402.87'
N 00°12'45" E 554.10'
S 87°01'30" W 150.00'
S 00°12'30" W 154.93'
S 87°01'30" W 161.70'
LAHSER ROAD (120' WD)
CIVIC CENTER DRIVE (WIDTH VARIES)

EXHIBIT D

RULES AND REGULATIONS

(Any reference to a tenant in these Rules and Regulations will also include (unless the context makes such reference inappropriate) that tenant's agents, servants, employees, licensees, invitees and visitors).

1. The sidewalks, entrances, vestibules, passages, corridors, halls, elevators and stairways may not be obstructed or cluttered by any tenant or be used for any purpose other than for access to the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building by any tenant. No curtains, blinds, shades or screens, other than those furnished by Landlord, may be used in connection with any window or door in the Premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.

3. Tenants may not display exhibit, inscribe, paint or affix any signs, advertisement, notice or lettering on any window in their premises or in the common areas or any part of the outside or inside of the Building without Landlord's prior written consent, which shall not be unreasonably withheld. The provisions of this paragraph shall not apply to non-permanent displays, signage, or exhibits customarily found in a school and ancillary to Tenant's use of the Building as a school (for example, and not by limitation, the posting of, student homework, classroom posters, or other instructional materials with the Building) Landlord may remove any sign, advertisement, notice or lettering violating this rule without any liability, and may charge (as additional rent) the expense incurred by such removal to the tenant or tenants violating this rule. Any signs near the entry doors to a tenant's premises/suite shall be affixed for each tenant by Landlord either on any sidelight adjacent to the entry doors or the wall adjacent to the entry doors, at the expense of such tenant, and must be of a size, color and style acceptable to Landlord. Signs shall not be affixed directly to a door.

4. The windows, doors and skylights that reflect or admit light and air into the common areas in the Building may not be covered (except by draperies approved in advance by Landlord) or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on window sills.

5. The water fountains, toilets and lavatories and other plumbing fixtures may not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish or other substances may be thrown therein. All damages resulting from any misuses of the fixtures will be the responsibility of the tenant who caused the damages.

6. Specifically excluding customary installation of artwork and other non-structural elements with the intent of personalizing the Premises, Tenants may not move, mark,

paint, puncture, drill into or in any way deface any part of their premises or the Building, including but not limited to partitions, woodwork and walls. No boring, cutting or stringing of wires will be permitted without Landlord's prior written consent and as Landlord may direct. Tenants may not lay flooring covering, other than rugs, so that the same will come in direct contact with the floor of their premises; and, if linoleum or other similar floor covering is desired (and such use is approved by Landlord), an interlining of builder's deadening felt must be first affixed to the floor by a paste or other material soluble in water. The use of cement or other similar adhesive materials is expressly prohibited. Metal cabinets on tile floors must be set on noncorrosive pads.

7. No vehicles or animals (except seeing-eye dogs, support/therapy animals permitted by school policy, or animals utilized in the delivery of educational purposes at the school) of any kind may be brought into or kept in or about the tenants' premises or the Building.

8. No space in the Building may be used for the manufacturing or storage of merchandise or for the sale of merchandise, goods or property of any kind at auction without the prior written consent of Landlord, or for lodging, sleeping or any immoral purposes.

9. No tenant may make or permit to be made any disturbing noises or disturb or interfere with occupants of the Building or those having business with them. No Tenant may throw anything out of doors or down the passageways or sweep anything into the corridors or hallways of the Building.

10. No additional locks or bolts of any kind may be used on any of the doors by any tenant nor may any changes be made in existing locks or the mechanism thereof without the prior written consent of Landlord. Each tenant must, upon the termination of its tenancy, return to Landlord all keys and security passes and cards either furnished to or otherwise obtained by such tenant. If any keys so furnished are lost, such tenant will pay Landlord the cost of replacement.

11. Tenants may not use the name of the Building or its owner in any advertising or for any other purpose except as the address of Tenant without the express written consent of Landlord.

12. Tenant reserves the right to install food and/or beverage vending machines within the Premises provided that the same are of a size and nature acceptable to Landlord, in the exercise of its reasonable discretion. No food or beverages may be carried in the public halls of the Building except in closed containers.

13. Each tenant, before closing and leaving its premises at any time, will use reasonable efforts to see that its entrance doors are closed and locked and that Building security regulations are followed. In the event any tenant installs or causes to be installed any internal security system within and for its premises, such tenant shall notify Landlord of such installation in advance and shall provide Landlord with means of access to the premises at all times. Such tenant shall pay all costs and expenses attributable to such system and any disruption it may cause by any of (but not limited to) false alarms. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.

14. Canvassing, soliciting and peddling are prohibited in the Building and each tenant will cooperate to prevent the same.

15. Hand trucks, other than those equipped with rubber tires and side guards, may not be used in any tenant's premises or in common areas of the Building, whether by tenants, jobbers or others in delivery or receipt of merchandise or otherwise.

16. Without limiting any other provisions of this Lease, including these Rules and Regulations, no tenant may install, attach or bring into its premises any air-conditioner or similar unit without first obtaining Landlord's written permission.

17. No tenant shall at any time bring or keep in its premises any flammable, combustible or explosive fluid, chemical or substance except as expressly provided in their lease.

18. Tenants may not do any cooking, conduct any restaurant, luncheonette, or cafeteria for the sale or service of food or beverages to their employees or to others without prior written consent of Landlord; provided, however, that Tenant may perform cooking and conduct a cafeteria for the use of its employees and students. The preparation of coffee, tea, hot chocolate and similar items and the heating of food in microwave ovens or a toaster for the tenant and its guests, students and employees shall be permitted, provided that power shall not exceed that amount which can be provided by a 30 amp circuit.. Tenants shall not cause or permit any odors of cooking or other processes of any unusual or objectionable odors to emanate from their premises.

19. All safes, freight, furniture, or other bulky matter of any description shall be carried in or out of the Premises only at such times and in such manner as shall be prescribed in writing by Landlord, and Landlord shall in all cases have the right to specify the proper position of any such safe, furniture, or other bulky article, which shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or other occupants of the Building. Tenant shall be responsible for any damage to the Building or the property of its tenants or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

20. No smoking shall be permitted in the Premises or in the Building. In addition, no smoking shall be permitted in front of the east elevation of the Building. Smoking may be permitted outside the north, south and west elevations of the Building provided that the smoking is done at least thirty feet (30') from the exterior doors and façade of the Building. Landlord shall have the right to change from time-to-time those specific areas outside the Building in which smoking may be permitted; smoking shall be prohibited in all other areas.

21. Tenant shall not be permitted access to the roof of the Building.

22. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.

23. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name of the complex of which the Building is a part.