

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective this 6/17/15, 2015 between WORD OF LIFE CHRISTIAN CHURCH OF FLINT (hereinafter referred to as the "Landlord"), located at 460 W. Atherton Road, Flint, Michigan 48507 and RICHFIELD PUBLIC SCHOOL ACADEMY (hereinafter referred to as the "Tenant").

WHEREAS, the Landlord and Tenant wish to enter into a lease for a period from July 1, 2015 through June 30, 2017 (24 months).

THEREFORE, Landlord and Tenant hereby mutually agree as follows:

1. **Lease/Term:** Landlord leases to Tenant for a term commencing July 1, 2015 through June 30, 2017, (24 months) the real property located at 460 W. Atherton Road, Flint, Michigan 48507 (the "Leased Space"). Tenant shall have the sole and exclusive right to use of the Leased Space.

In the event that the Tenant's authorization contract, entered into on July 1, 2012, by and between Tenant and Bay Mills Community College (the "Authorizing Body") is revoked, suspended, terminated, or expired by its terms, this Lease and all obligations contained herein shall terminate effective immediately.

In the event that the building space is not provided an appropriate Certificate of Occupancy or other license necessary for the purposes of the Tenant, this lease and all obligations contained herein shall terminate effective immediately.

The Leased Space includes, but is not limited to:

~~five~~ <sup>five (4) BPO's</sup> classrooms, ~~one~~ office, and use of designated common areas. The physical structure, any and all fixtures within the physical structure, designated fixtures/structures outside the physical structure, and parking facilities, to wit, located at the real property commonly known as 460 Atherton Road, Flint Michigan, 48507 except for the area known as the church, the church's offices, and church fellowship room

The designated common areas shall include hallways necessary to access or use the Leased Space, the recreational center, kitchen, stage and restrooms. Designated common areas will be available for use by the Landlord after 5:00 p.m. on weekdays and throughout the entire weekend. Classrooms not in used by the Academy are designated as an area of the church, unless such use is requested by the Tenant and negotiated with the Landlord.

Landlord retains use of the common areas as necessary for its regular operations, but particularly for decoration of the designated common areas for two days prior to October 31. Further, Landlord may exercise exclusive use of the recreational center for one day by providing seventy-two (72) hour notice to the Tenant.

Further, Landlord shall provide the Leased Space on the date Tenant takes control of the Leased

Space.

2. **Rent:** Rent shall be paid by Tenant to Landlord monthly beginning with first month and last month's rent on July 1, 2015. Tenant shall pay Landlord, for each year of the Lease, Fifty Nine Thousand Dollars and Four Cents (\$59,000.04). Tenant shall pay Landlord, over twenty-four equal monthly installments, Four Thousand, Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$4916.67) each month for the term of the Lease. Payment(s) are to be made payable and mailed to the Word of Life Christian Church of Flint, 460 Atherton Road, Flint Michigan, 48507

3. **Option To Extend lease:** Tenant has the right of first refusal to extend this Lease prior to any other potential future tenant, and may exercise its option to extend this lease 60 days prior to expiration of the Lease, if the Tenant is not in default of the Lease terms. If there are any projected increases or reductions to the rental rates, the Landlord will notify the Tenant 90 days prior to the expiration of the Lease. The landlord or Tenant, upon providing written notice to the other party 60 calendar days prior to expiration of the Lease, may exercise the right to terminate the lease.

4. **Repairs/Maintenance:** Landlord will be responsible for major maintenance and repairs to the Leased Space, including, but not limited to, structural problems with the walls, ceilings, floors, and roof, boilers, and fixtures located on the Leased Space. Tenant shall also have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Tenant occupying the site. Landlord shall indemnify Tenant for any and all liabilities arising out the condition of the physical plant of the Leased Space or hazardous material being present at the Leased Space prior to the Tenant occupying the Leased Space.

Tenant shall be responsible for minor building repairs and maintenance required by normal wear and tear from its use of the Leased Space. Prior to Tenant taking possession of the Leased Space, Landlord shall provide Tenant a checklist and opportunity for Tenant to document any damage to the Leased Space; Tenant shall be responsible for undocumented damage to the Leased Space except for normal wear and tear.

Landlord shall make available to the Authorizing Body's Charter Schools Office Director, on the request of the Tenant, all of Landlord's lease and physical plant records related to the Tenant.

5. **Utilities/Other Expenses:** Landlord will be responsible for the following utilities/expenses:

- A. Air Conditioning
- B. Heat
- C. Electricity
- D. Water/Sewer
- E. Trash Removal
- F. Lawn Maintenance
- G. Taxes

Tenant shall maintain the reasonable cleanliness of the Leased Space in any manner it deems appropriate and shall be responsible for snow removal.

**6. Insurance:** Tenant will insure its own contents and personal property for fire and other risks as it may decide and will carry public liability and property damage insurance in an amount acceptable to the landlord, which policy shall cover and name the Landlord as a named insured for any claim arising out of the use of the Leased Space by Tenant, its assigns, its invitees and members of the public; which policy shall hold Landlord harmless from all claims arising from the Tenant's use of the Leased Space. The Landlord will insure the building for fire and like risks in such amount as it may deem advisable at its own expense and shall be the sole beneficiary of such coverage. Landlord will maintain in effect a property insurance policy covering the Leased Space and Landlord's personal property, fixtures, and improvements to their full replacement cost, without deduction for depreciation.

**7. Use of Facility/Property:** Landlord shall not restrict Tenant's use or access the Leased Space. No party other than the Academy may have an ongoing right to occupy the premises.

**8.** Unless Tenant is evicted in accordance with Michigan law, Landlord will not disturb Tenant's use of the Leased Space or unreasonably interfere with the Tenant's use of the Leased Space for operation of a GSRP Pre-School Program.

**9.** In the event the Leased Space are partially or wholly damaged by fire, tornado, wind storm, or other act of God, the landlord and/or Tenant may declare the Lease terminated, or the Landlord may, by its option, repair the damage at all convenient speed. In the event the decision is to terminate the Lease, the Landlord is required to refund to the Tenant any prepayment of rent which shall be prorated on a monthly basis, if applicable.

**10.** Any and all property, fixtures, or improvements purchased by Tenant and used in the Leased Space, including but not limited to all tables, chairs, computers, and other computer equipment, is the property of Tenant and such property is removable by Tenant at any time during or after the term of this Lease. In the event that this Lease is terminated without cause, prior to the conclusion of the Lease term, the Tenant shall be permitted to recoup the value of any investments made on or for the property.

**11.** Should the Landlord procure equipment, materials, or supplies at the request of or on behalf of the Tenant, the Landlord must follow applicable competitive bidding laws. Landlord is further prohibited from including any added fees or charges with the cost of equipment, materials and supplies purchased from third parties, except actual costs such as taxes, shipping, permits, installation, or other similar expenses.

**12.** Tenant has the authority to decorate the internal Leased Space but will only make those decorations as approved by the Landlord in writing and subject to the Landlord's building decoration code. Tenant shall possess no authority to decorate the designated common areas.

**13.** Landlord may enter the leased Space at all reasonable time in order to inspect the condition of the leased Space. Landlord will make all reasonable efforts to perform

maintenance and repairs outside of the Tenant's normal hours of operation. Landlord shall also grant Tenant, its independent auditor, and the Authorizing Body reasonable access to all lease and physical plant records related to the Tenant or the Leased Space.

14. Tenant shall not assign or sublease any part of said Leased Space.

15. Landlord may provide volunteer readers to the Tenant at mutually agreeable times subject to the requirements of state and federal law, and to Tenant's approval of any and all reading materials.

16. **Lease Conditions/Alterations:** This Lease may be modified or amended only by a written document signed by Landlord and Tenant, subject to the approval of the Tenant's Authorizing Body. There may be no oral modifications or amendments of this Lease.

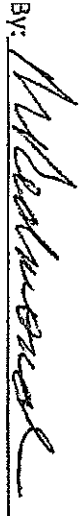
17. If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by applicable law; and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

18. This Lease must be construed in accord with the laws of the State of Michigan.

19. This Lease has been negotiated at arm's length and carefully reviewed by both parties. This lease should not be construed against landlord or Tenant. This lease should not be construed against the party who drafted the lease.

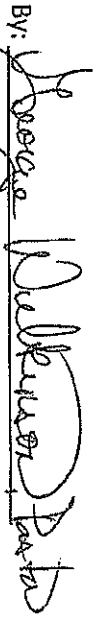
20. This lease may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile copies are accepted as original signatures.

**TENANT:**  
**RICHFIELD PUBLIC SCHOOL ACADEMY**

By:   
Melissa Redmond, Board President  
Richfield Public School Academy

Date: \_\_\_\_\_

**LANDLORD:**  
**Word of Life Christian Church of Flint**

By:   
George Wilkenson, Pastor  
Word of Life Christian Church of Flint

Date: 6/17/15

By: \_\_\_\_\_  
(Witness)

Date: \_\_\_\_\_

Exhibit A

Rental Terms for Lease of Word of Life Christian Church of Flint

Rental Terms for Lease of Word of Life Christian Church of Flint (24 Month Lease)	
Monthly Rent Amount	\$ 4,916.67
Total Lease Cost	\$ 118,000.08

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