

LEASE AGREEMENT

THIS LEASE ("Lease") has been made and entered into as of this 20th day of March, 2018, by and between 248 Ninth Street, LLC., a Michigan Limited Liability Company ("Landlord"), whose address is 185 East Main Street, Benton Harbor, Michigan 49022 and Mildred C. Wells Academy, a Michigan nonprofit corporation ("Tenant"), whose address is 281 S. Fair Ave, Benton Harbor, Michigan 49022.

WITNESSETH:

WHEREAS, Landlord is the owner of a parcel of property located in the City of Benton Harbor, commonly known as 248 Ninth Street, Benton Harbor, Michigan 49022, as more particularly described in Exhibit A attached hereto (the "Land"); and

WHEREAS, there are existing buildings and other improvements, structures, parking facilities, and fixtures constructed, installed, or located on the Land, including the Landlord Improvements, as defined herein (collectively, the "Improvements"; the Land and the Improvements are sometimes hereinafter collectively referred to as the "Leased Premises").

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, and intending to be legally bound, Landlord and Tenant agree as follows:

1. Demise of Leased Premises; Term. Landlord leases the entire Leased Premises to Tenant, and Tenant hires the Leased Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of Three (3) Years, beginning on July 1, 2018 (the "Commencement Date") and ending on June 30, 2021 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").

2. Use of Leased Premises.

2.1 Tenant shall use and occupy the Leased Premises for the operation of a public school academy ("Public School Academy") and any reasonable related uses (the "Intended Use") and for no other purpose, except with Landlord's prior written consent (which consent shall not be unreasonably withheld).

2.2 Tenant shall not use the Leased Premises, or permit the Leased Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous; nor shall Tenant commit any waste in the Leased Premises, or permit any objectionable noise or odor to be emitted, or permit anything to be done on the Leased Premises tending to create a nuisance, to disturb others or, in the opinion of Landlord, to injure the reputation of the Project.

3. Rent; Rent Adjustment

3.1 Beginning on the Rent Commencement Date, Tenant shall pay to Landlord, as rent for each Lease Year of the Term, the sum of One Hundred Seventy-Four Thousand Dollars (\$174,000.00) (the "Rent"). The Rent shall be payable in twelve

equal monthly installments of Fourteen Thousand Dollars (\$14,500.00) each, commencing on the Rent Commencement Date.

3.2 Each monthly installment of Rent shall be payable in advance on or before the first day of each calendar month during the Term at such place as the Landlord shall from time to time designate. If the Rent Commencement Date is other than on the first day of a calendar month, monthly installments of Rent for the first month of the Term shall be prorated.

3.3 Tenant will pay Landlord the sum of Fourteen Thousand Five Hundred and (\$14,500.00) Dollars as a security deposit at the execution of this lease. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this lease. Within 30 days after Tenant has vacated the premises, Landlord will return the deposit in full or give Tenant an itemized written statement of the reason for, and the dollar amount of, any of the security deposit retained by Landlord.

4. Landlord Improvements. Landlord shall, at its own expense, cause the Leased Premises to be renovated and improved ("Landlord Improvements") in accordance with the plans and specifications attached hereto as Exhibit B ("Plans and Specifications"), such that the Leased Premises will be ready for Tenant's occupancy for the Intended Use on or before the Commencement Date. The Leased Premises shall be delivered to Tenant in compliance in all material respects with all laws, orders and regulations of federal, state and municipal authorities and any regulations promulgated.

5. Covenants and Representations Regarding Landlord Improvements. Landlord hereby represents and warrants to Tenant as follows:

5.1 The Landlord Improvements constructed (or to be constructed) as part of the Leased Premises are or shall be of good workmanship and in compliance with the Plans and Specifications in all material respects.

5.2 Landlord shall, in good faith, assign to Tenant or pursue on Tenant's behalf any third party warranties ("Third Party Warranties") related to the Landlord Improvements and other Improvements to the Leased Premises that Tenant is required to maintain pursuant to Section 10, including but not limited to the interior plumbing, heating, air conditioning and electrical systems.

5.3 All Third Party Warranties are material consistent with industry standards for the Landlord Improvements and other improvements similar to those constructed (or to be constructed) at the Leased Premises pursuant to the Plans and Specifications.

6. Covenants and Evidence of Title. Landlord hereby represents and warrants to Tenant as follows:

6.1 Landlord is the owner of the Leased Premises, subject to any liens, easements, restrictions, and encumbrances (“Encumbrances”), provided, that none of the Encumbrances prohibit this Lease or the use of the Leased Premises as allowed under this Lease.

6.2 To Landlord’s knowledge, no existing zoning ordinance or restrictive covenant prevents the Intended Use of the Leased Premises.

6.3 Landlord has full right and authority to enter into this Lease and no joinder or approval of another person is required with respect to Landlord’s right.

6.4 Landlord can and by this Lease does give to Tenant exclusive possession of the Premises subject to the Encumbrances and the terms and conditions of this Lease.

6.5 All utilities necessary to operate the Leased Premises as Public School Academy as contemplated by this Lease (“Utilities”) are available to Tenant at the Leased Premises (or will be available upon the completion of the Landlord Improvements in accordance with the Plans and Specifications) and to Landlord’s knowledge, after commercially reasonable investigation, such Utilities will be as of the Commencement Date in reasonably sufficient supply, character and/or quantity to permit the Leased Premises to be used as a Public School Academy and for the Intended Use.

7. Possession.

7.1 If possession of the Leased Premises shall for any reason not be delivered to Tenant on the Commencement Date, this Lease shall continue in full force and effect, with full abatement of rent, until possession of the Leased Premises is delivered to Tenant; provided, however, that the Lease shall become null and void if possession is not delivered within thirty (30) days of the Commencement Date, unless otherwise agreed in writing by the Landlord and Tenant. Tenant shall for purposes of this Lease be deemed to have taken possession of the Leased Premises on the date when Tenant actually occupies the Leased Premises for the Intended Use (“Possession Date”).

7.2 Notwithstanding anything contained herein to the contrary, Tenant’s obligation to pay Rent shall commence on the later of the (i) Possession Date and (ii) Commencement Date (“Rent Commencement Date”). The Term of this Lease shall not be affected by the fact that the Rent Commencement Date occurs after the Commencement Date.

8. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant’s paying the Rent and observing and performing all the terms, covenants and conditions to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises hereby leased.

9. Landlord’s Repairs; Maintenance.

9.1 Landlord shall repair and maintain in good order and condition, including replacement, if necessary, the exterior and structure of the Leased Premises, including without limitation the outside walls (including painting and other maintenance), foundations, roof, gutters, downspouts, overhangs, facade, fire sprinkler systems, structural members and components, the wiring, plumbing, pipes and conduits leading up to the exterior walls of the Leased Premises, equipment (if any) which serves the Leased Premises, the parking areas, drives and walkways. If it is necessary to replace a major component of the HVAC system, such as a furnace, boiler, compressor, condensor or heat pump, the Landlord shall make such replacement. Landlord shall be solely responsible for all damage to Tenant's equipment, fixtures, improvements, ceiling tiles, floor tiles, inventory, and other personal property caused by Landlord's failure to fulfill its maintenance and repair obligations under this Lease, including, but not limited to, all damage caused by leaks in the roof, unless such leaks are caused by fire or other casualty.

9.2 Landlord shall make all repairs, alterations, installations, and additions which may be required by any laws, ordinances, orders, or regulations of any insurance underwriters or public authorities (including fire safety authorities) having jurisdiction over the Leased Premises. This shall include all repairs, alterations and additions required by the Americans with Disabilities Act.

10. Tenant's Repairs; Maintenance.

10.1 Except for reasonable wear and tear, Landlord's maintenance and repair obligations under the provisions of Section 9, damage by fire or other casualty, repairs of construction defects, and repairs covered by construction warranties or manufacturers' warranties, Tenant shall keep and maintain the interior of the Leased Premises, including the heating and air conditioning systems (unless replacement is necessary) and the interior plumbing and electrical systems.

10.2 Subject to coverage from the casualty insurance required in Section 24, Tenants shall maintain and repair all doors and door frames, door checks, windows, window frames, plate glass, security cameras and equipment.

10.3 Tenant shall have the right, at its expense, from time to time, to redecorate or remodel the Leased Premises and to make such nonstructural alterations and changes in the interior thereof as it shall deem expedient or necessary for its purposes, provided, however, that such alterations and changes shall not injure the structure of the Leased Premises and shall be performed in a good and workmanlike manner.

10.4 Tenant shall, at Tenant's expense, arrange for all indoor and outdoor upkeep, cleaning and maintenance, including janitorial services, snow plowing of the parking areas and drives and lawn and landscape maintenance.

11. Real Property Taxes. The Landlord shall pay any real property taxes assessed against the Leased Premises.

12. Utilities. Tenant shall, at its expense and by separate metering, provide the Leased Premises with all utility services it desires. All utilities shall be separately metered or submetered at the expense of the Landlord. Landlord shall not be liable for any utility expenses incurred by Tenant

13. Late Charges. Because Tenant's late payment of Rent hereunder will cause Landlord to incur costs not contemplated by this Lease, if any Rent due from Tenant is not received by Landlord within ten (10) days of the due date, Landlord may at its discretion, upon two (2) business day advance written notice to Tenant, impose a reasonable late charge (not to exceed 2% of such rental installment). Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount.

14. Setoff; Obligation to Survive; Application of Payments.

14.1 Any Rent due under this Lease shall be paid by Tenant when due without any setoff, deduction, abatement, reduction or counterclaim whatsoever. Tenant's obligation to pay Rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Term.

14.2 Payments received from Tenant shall be applied by Landlord as follows: First, to any late charges due; then to accrued interest; then to other charges due and unpaid; then to Rent.

15. Alterations by Tenant.

15.1 Except as set forth on Exhibit C attached hereto or as otherwise permitted or required by this Lease, Tenant shall not, without the prior written consent of Landlord (which will not be unreasonably withheld or delayed), make any alterations, improvements, additions or physical changes ("alterations") to the Leased Premises.

15.2 Unless Landlord otherwise directs in writing, no alterations made or installed by Tenant (except moveable equipment and trade fixtures) shall be removed by Tenant from the Leased Premises at the termination of this Lease. Instead, all such leasehold improvements shall when installed attach to the freehold and become and remain the property of Landlord.

16. Signs. In addition to the signs set provided for in the Plans and Specifications, Tenant may erect, maintain and remove such signs as have been approved in writing by Landlord. Landlord's approval shall not be unreasonably withheld or delayed, provided any such signs are in compliance with applicable law and regulation.

17. Laws, Ordinances and General Conditions. Landlord and Tenant, at their respective expense, shall, as applicable to each, comply promptly with (i) all laws, ordinances, orders and regulations affecting its use or occupancy of the Leased Premises or any alterations made to the Leased Premises; and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

18. Tenant's Environmental Covenants.

18.1 Tenant shall not cause or permit the Leased Premises, through the acts of Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials (as defined below), air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws").

18.2 Tenant shall not, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances", "hazardous wastes", or "hazardous materials" under any applicable Environmental Laws ("Hazardous Materials").

18.3 Tenant shall be solely responsible for, and shall indemnify and hold harmless Landlord, its partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly arising out of or attributable to Tenant's use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Premises. The foregoing indemnity shall survive the termination or expiration of this Lease.

19. Landlord Environmental Covenants.

19.1 Landlord hereby represents and warrants to Tenant that, to Landlord's knowledge:

19.1.1 No Hazardous Materials are now located at the Leased Premises and neither Landlord nor, to Landlord's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Leased Premises.

19.1.2 No part of the Leased Premises is or has been used for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any part of the Leased Premises affected by any Hazardous Materials contamination;

19.1.3 No property adjoining the Leased Premises is being used or has ever been used for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor has any other property adjoining the Premises been affected by Hazardous Materials contamination.

19.1.4 No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials is in

existence, or proposed, threatened or anticipated with respect to the Leased Premises. The Leased Premises is not currently on, and to Landlord's knowledge, has never been on, any federal or state "Superfund" or "Superlien" list.

19.1.5 The Leased Premises is in compliance with all Environmental Laws.

19.2 Except for an event or circumstance caused by Tenant, Landlord shall indemnify, defend and hold harmless Tenant and its employees, agents, and representatives from and against any and all claims, suits, losses, costs, expenses, damages or liability of any kind relating to any of the following events or circumstances (i) any "release" as defined in CERCLA of any Hazardous Materials, (ii) any contamination of the soil or groundwater, damage to the environment or natural resources at the Premises, (iii) any toxic, explosive or otherwise dangerous materials buried beneath or concealed within the Premises, and (iv) any other environmental problem. Indemnification under this Section shall survive the expiration or termination of this Lease.

19.3 Landlord has provided to Tenant all environmental studies for the Leased Premises to which Landlord has access.

20. Destruction—Fire or Other Cause.

20.1 Subject to the provisions of Subsection 20.2, if the Leased Premises shall be rendered untenable by fire or other casualty, Landlord shall restore them and make them tenable as soon as possible. Except in the case of damage caused by Tenant or its agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Leased Premises rendered untenable. All such restoration shall be completed within 180 days of settlement with Landlord's insurance carriers or Tenant shall, as its sole remedy, be entitled to terminate this Lease.

20.2 If the Leased Premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction (more than 50% of their initial cost) is required, then either Landlord or Tenant may terminate this Lease by notifying the other party of such termination within thirty (30) days after the date of such damage. Rent shall be prorated to the date of such a termination.

20.3 Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Leased Premises and shall at its expense restore or replace its personal property, fixtures and Tenant improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenant to complete its restoration and repair work.

21. Eminent Domain. If all or any material part of the Leased Premises shall be taken or condemned by any competent authority for any public use or purpose, the Term shall, at the option of Landlord, end as of the date of the actual taking. If the Leased Premises may not

reasonably be used for the Intended Use contemplated by this Lease following any taking, Tenant may terminate this Lease. In either case, there shall be no apportionment to Tenant of any portion of the award or damages for such taking; provided, however, that Tenant shall be entitled to any funds awarded it for moving expenses or business interruption. This Lease shall otherwise remain in full force and effect without apportionment to Tenant of any portion of the award or damages. In the event of a termination pursuant to this Section 21, Rent shall be apportioned to the date of such taking.

22. Tenant Indemnification; Tenant's Property.

22.1 Tenant shall indemnify Landlord against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Tenant's use or occupancy of the Leased Premises, (ii) any breach by Tenant or any of Tenant's agents, contractors, employees, customers, invitees, or licensees, of any covenant or condition of this Lease, or (iii) the carelessness, negligence or improper conduct of the Tenant or any of Tenant's contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing.

22.2 Tenant shall bring or keep property upon the Leased Premises solely at its own risk, and Landlord shall not under any circumstances be liable for any damages thereto or any destruction or theft thereof. Tenant shall maintain a policy of insurance against risk of loss from any cause whatsoever to all such property, and, in addition, all plate glass upon or appurtenant to the Leased Premises, to the full extent of their replacement cost, which policy of insurance shall contain a clause or endorsement under which the insurer waives, or permits the waiver by Tenant of, all right of subrogation against Landlord, and its agents, employees, customers, invitees, guests, or licensees, with respect to losses payable under such policy. Tenant hereby waives all right of recovery which it might otherwise have against Landlord, and its agents, employees, customers, invitees, guests, or licensees, for any damage to Tenant's property which is (or by the terms of this Lease is required to be) covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of Landlord, or its agents, employees, customers, invitees, guests, or licensees. Any deductible amount included in such policy shall be treated as though it were recoverable under the policy.

23. Landlord Indemnification. Landlord shall indemnify Tenant against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Landlord's use of the Leased Premises, (ii) any breach by Landlord, or any agents, contractors, employees, customers, invitees, or licensees, of any covenant or condition of this Lease, or (iii) the carelessness, negligence or improper conduct of the Landlord or any of Landlord's contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon written notice from Landlord, will,

at Landlord's expense, resist or defend such action or proceeding by counsel approved by Tenant in writing.

24. Insurance. By this section and the other provisions of this Lease, Landlord and Tenant intend that the risk of loss or damages as described shall be borne by responsible insurance carriers to the extent provided.

24.1 Tenant shall maintain workers' compensation insurance covering all of its employees to at least the statutory limit set forth under Michigan law, and a policy of general public liability insurance in an amount at least equal to Two Million Dollars (\$2,000,000.00) single limit coverage for property damage, bodily injury or death. Such policy of general public liability insurance shall name Landlord as an additional insured and shall be underwritten by a carrier and on such other terms and conditions as Landlord shall approve. It shall provide by endorsement or otherwise that such insurance may not be canceled, terminated, amended, or modified for any reason whatsoever, except upon thirty (30) days' prior written notice to Landlord. Prior to the time such workers' compensation and general public liability insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of any such policy, Tenant shall deliver to Landlord either duplicate originals of the aforesaid policies or a certificate evidencing such insurance coverage, together with evidence of payment for the policies. If a certificate is provided, it shall contain a statement substantially in the form of the immediately preceding sentence.

24.2 Landlord shall insure the Leased Premise against loss or damage under a policy or policies of casualty insurance. Such policies shall include a waiver of subrogation clause or endorsement similar to that required of Tenant in Section 24.1.

25. Default: Landlord's Remedies. If Tenant shall fail to make any payment of any Rent due hereunder within ten (10) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which Tenant is required to observe and perform under this Lease for a period of thirty (30) days following written notice of such failure, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any petition shall be filed by or against Tenant in a court of bankruptcy, or if Tenant shall be declared insolvent according to law, or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if Tenant shall abandon or vacate the Leased Premises during the Term of this Lease, or if Tenant shall dissolve, or if Tenant shall cease to entirely own all business operations being carried on upon the Leased Premises, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a default of this Lease, and thereupon may, at its option, exercise any rights and remedies provided to Landlord at law or in equity.

26. Default: Tenant's Remedies. If Landlord shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Landlord of written notice thereof given by Tenant, its agent or attorney, or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail

to commence and thereafter to proceed diligently to cure such default, then Tenant may, in addition to all other remedies available to Tenant in law or in equity, (1) pay any sum necessary to cause any obligation of Landlord hereunder to be performed, and deduct the cost thereof, together with interest at the rate of ten percent (10%) per annum from the Rent thereafter to become due hereunder; and/or (2) sue for injunctive relief, specific performance, and or damages as the case may be; and/or (3) terminate this Lease.

27. Remedies Cumulative. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed. All rights and remedies under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

28. Termination; Surrender of Possession.

28.1 Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant shall:

28.1.1 Restore the Leased Premises to their condition at the beginning of the Term, ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Leased Premises and repair any damage caused by such removal;

28.1.2 Surrender possession of the Leased Premises to Landlord; and

28.1.3 Upon the request of Landlord, at Tenant's cost and expense, remove from the exterior and interior of the Leased Premises all signs, symbols and trademarks which are connected with or associated specifically with Tenant's business and repair any damages to the Leased Premises caused by such removal.

28.2 If Tenant shall fail or refuse to restore the Leased Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property and trade fixtures from the Leased Premises upon the expiration or termination of this Lease, the parties hereto agree and stipulate that Landlord may, at its election: (i) treat such failure or refusal as an offer by Tenant to transfer title to such property to Landlord, in which event the title thereto shall thereupon pass under this Lease as a bill of sale; or (ii) treat such failure or refusal as conclusive evidence, on which Landlord shall be entitled to rely absolutely, that Tenant has forever abandoned such property. In either event, Landlord may, with or without accepting title thereto, keep or remove, store, destroy, discard, or otherwise dispose of all or any part of such property in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or be charged with the duties of a bailee of any property of Tenant. The failure of Tenant to remove any property from the Leased Premises shall

forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to any property which Tenant fails to remove.

28.3 This Lease shall cease at the end of the Term without the necessity of notice from either Landlord or Tenant to terminate. If Tenant shall fail to or refuse to surrender possession of the Leased Premises to Landlord upon termination or expiration of this Lease, Landlord may immediately, without notice, reenter the Leased Premises and dispossess all persons and effects therefrom, using such force as may be necessary. Landlord shall also be entitled to such other remedies as may be provided it by law or in equity.

29. Assignment and Subletting. Neither Landlord nor Tenant shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign this Lease or any interest hereunder.

30. Expenses of Enforcement. The losing party shall pay all reasonable attorneys' fees and expenses incurred by the winning party in enforcing any provision of this Lease.

31. Access to Leased Premises. Landlord shall have the right to enter upon the Leased Premises at all reasonable business hours for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is obligated to make under the terms of this Lease or which Landlord may elect to perform, following Tenant's failure to do so. Landlord shall be neither liable nor responsible for any loss to Tenant or Tenant's business which may occur by reason of such entry. Throughout the Term, Landlord shall have the right to enter the Leased Premises at reasonable hours on reasonable notice for the purpose of showing them to prospective purchasers or mortgagees and, during the last six months of the Term, to prospective Tenants. If Tenant is not present to open and permit an entry into the Leased Premises, Landlord or Landlord's agents may enter the same whenever such entry may be reasonably necessary or permissible by master key (or in emergencies forcibly). In no event shall the obligations of Tenant hereunder be affected by any such entry.

32. Notices. All notices, bills or statements required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to the parties at their addresses as set forth below. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

Landlord: 248 Ninth Street, LLC
185 East Main Street
P.O. Box 964
Benton Harbor, MI 49022
Telephone: _____
Facsimile: _____
Email: _____

Tenant: Mildred C. Wells Academy
281 S. Fair Ave.
Benton Harbor, MI 49022
Telephone: _____
Facsimile: _____
Email: _____

33. Governing Law; Invalidation. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

34. Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

35. Amendment. This Lease represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

36. Subordination; Attornment; Estoppel Certificate.

36.1 This Lease shall, at the option of Landlord or its lenders, be subject and subordinate to the interest of the holders of any notes secured by mortgages on the Leased Premises, now or in the future, and to all renewals, modifications, consolidations, replacements and extensions thereof. While the provisions of this section are selfexecuting, Tenant shall execute such documents as may be reasonably requested by Landlord or any mortgagee to affirm or give notice of such subordination. In turn, Tenant shall be entitled to receive the customary nondisturbance agreement from each such lender whereby the lender agrees to recognize Tenant's rights under this Lease following foreclosure so long as Tenant is not in default hereunder.

36.2 Upon request of the holder of any note secured by a mortgage on the Project or the Leased Premises, Tenant shall agree in writing that no action taken by such holder to enforce said mortgage shall terminate this Lease or invalidate or constitute a breach of any of its provisions, and Tenant shall attorn to such mortgagee, or to any purchaser of the building or the Leased Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the Term on all the terms and conditions herein contained. While the provisions of this section are selfexecuting, all persons affected thereby shall execute such documents necessary to affirm or give notice of such attornment.

36.3 At the request of Landlord, Tenant shall within twenty (20) days deliver to Landlord, or anyone designated by Landlord, a certificate stating and certifying as of its

date (i) the date to which Rent and other charges under this Lease have been paid; (ii) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof on the part of Tenant to be performed or complied with (and, if so, specifying the same); (iii) if such be true, that this Lease is unmodified and in full force and effect and that Landlord is not in default under any provision of this Lease (or if modified, setting forth all modifications, and if Landlord is in default, setting forth the exact nature of such default); and (iv) such other information as Landlord may reasonably request in connection with the Landlord Tenant relationship established by this Lease. Tenant acknowledges that any statement delivered pursuant to this subsection may be relied upon by any purchaser or owner of the Project or Landlord's interest in the Project, or by any holder of a mortgage, or by an assignee of any mortgagee under any mortgage, or by anyone else to whom Landlord delivers it.

37. Third Parties. Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

38. Successors and Assigns. The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except to the extent prohibited by Section 30 above, their respective successors and assigns.

39. Covenants and Conditions. All covenants and conditions contained in this Lease are independent of one another. All of the covenants of Tenant contained herein shall, at the option of Landlord, be construed as both covenants and conditions.

40. Brokers. Landlord and Tenant represent and warrant to each other that neither has dealt with no broker in connection with this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

248 Ninth Street, LLC

MILDRED C. WELLS ACADEMY

By: ASW

By: Marqueline Jones

Its Member

Its Vice President

Exhibit A

Legal Description of Leased Premises

Exhibit B

Plans and Specifications for Landlord Improvements
Exhibit C

Permitted Tenant Alterations

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT has been made on this 21st day of March, 2018, the same day as execution of the Lease being amended, said Lease being by and between 248 Ninth Street, LLC, ("Landlord"), and Mildred C. Wells Academy, ("Tenant").

WITNESSETH

WHEREAS, the parties to the Lease Agreement have entered into the Lease in order to facilitate Tenant to occupy the premises to operate a Public School Academy.

WHEREAS, the Tenant has received the Charter to operate the Public School Academy through Bay Mills Community College Board of Regents (hereinafter the "College Board") and the College Board has Leasing Policies that must be followed.

NOW THEREFORE, the parties enter into this Amendment to Lease which contains the following provisions required by the College Board to be included as a part of every Real Property Lease Agreement entered into by an Academy which it charters.

1. Landlord agrees that 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.
2. Any amendments to this Lease Agreement must be reviewed by the CSO before execution. However, for certain types of non-substantive amendments to this Lease Agreement, the Charter Schools Office Director for the College Board may waive this requirement in writing.
3. Notwithstanding anything in this Lease Agreement to the contrary, any fixtures purchased with the Tenant's funds will be deemed owned by the Tenant.
4. Notwithstanding anything in this Lease Agreement to the contrary, if the Landlord procures equipment, materials and supplies at the request of or on behalf of the Tenant, the Landlord must follow applicable competitive bidding laws and the Landlord is prohibited from including any added fees or charges with the cost of the equipment, materials and supplies purchased from third parties, except the Landlord may assess actual costs, such as taxes, shipping, permits, installation and other similar expenses.
5. Notwithstanding anything in this Lease to the contrary, the Landlord shall indemnify and hold harmless the Tenant's Board from damages and litigation caused by the condition of the physical plant, if those damages or the litigation have been caused by the Landlord's use or prior use of hazardous material at the physical plant.
6. Notwithstanding anything in this Lease to the contrary, if the Tenant makes improvements to the facility, the Landlord shall allow the Tenant to recoup those investments if the Lease is terminated by Landlord without cause prior to the conclusion of the Lease term.

7. Notwithstanding the execution of the Lease Agreement, it shall not become a binding Lease unless and until this Amendment to Lease is signed by the parties. This Amendment to Lease Agreement is made a part of and incorporated into the Lease Agreement.

The parties acknowledge that the terms contained in the Lease Agreement remain in full force and effect except as amended by this Amendment. In the event of a conflict in terms, this Amendment will prevail.

IN WITNESS WHEREOF, this Lease Amendment has been executed as of the day and year first above written.

248 NINTH STREET, LLC

By: *[Signature]*
Its Member

MILDRED C. WELLS ACADEMY

By: *[Signature]*
Its Vice President