

NMC & GREENSPIRE EDUCATIONAL PROPERTY LEASE

This lease ("Lease") is entered into on the Effective Date stated below between **NORTHWESTERN MICHIGAN COLLEGE**, an educational institution ("Lessor" or "NMC"), and the **GREENSPIRE SCHOOL**, an educational institution ("Lessee" or "Greenspire") (collectively the "Parties").

RECITALS

- A. NMC is a publicly funded community college serving people, organizations, and businesses throughout northwestern Michigan.
- B. Greenspire is an educational institution which provides educational opportunities for students based on purposeful connections between individuals, communities, and the environment.
- C. NMC currently operates and maintains property located at 2200 Dendrinis Drive, Traverse City, Michigan 49684 ("University Center").
- D. Greenspire, as Lessee, and NMC, as Lessor, entered into a lease effective January 27, 2021, regarding certain premises at the University Center.
- E. The lease has been beneficial for both parties. Greenspire desires, and NMC is willing, to expand the leased space and make other adjustments to the terms between the Parties.
- F. The expansion of the leased space will require NMC to make certain capital improvements required by local or state building or health codes to conduct a school on the Premises, including but not limited to fire suppression systems.

TERMS

- 1. **Premises.** Lessor leases to Lessee Classrooms located on the second floor of the University Center, numbers 204-209 and 211-219 (approximately 10,500 square feet) together with second floor common areas, storage room, bathrooms, and hallways (approximately 7,800 square feet ("Classroom Space"; see Exhibit A, Floor Plan, attached to this Lease) In addition to the Classroom Space, Lessee shall have the right to reasonable use of the University Center's parking lot, trash receptacles, and common areas (e.g. bathrooms, hallways, etc.). Collectively, the areas available to Greenspire shall be referred to as the "Premises".
- 2. **Term.** The initial term of this Lease shall be seven (7) years commencing on August 1, 2023 (the "Commencement Date" or the "Delivery Date").

3. **Termination of Existing Lease.** Upon execution of this Lease the Parties agree that the existing Lease (effective January 27, 2021 and with an initial term commencing June 1, 2021 through May 31, 2024) shall be terminated on July 31, 2023.

Rent. Lessee shall pay Lessor an annual rent as set forth in the table attached as Exhibit B, payable in equal monthly installments commencing on the Commencement Date. Monthly installments of rent shall be due and payable in advance. If the Commencement Date is other than the first day of a calendar month, the monthly installment for the partial first calendar month shall be prorated on a daily basis and paid on the Commencement Date.
4. **Furniture, Fixtures, Equipment.** Greenspire shall have use of existing classroom furniture, equipment, and A.V. technology. This does not include purchase of new furniture, equipment, technology, or trade fixtures.
5. **Outdoor Spaces.** Greenspire shall also have use of a reasonable amount of outdoor spaces at the University Center for recess, lunch, and outdoor educational activities. Certain spaces shall be designated for outdoor learning and recreational activities. Requests for physical outdoor structures (paid by Greenspire) shall be approved by NMC.
6. **Signs.** Subject to all ordinances, regulations and laws, Lessee, at its sole expense, may install signage identifying Lessee's business on the Premises. Lessee agrees that it shall not install any signage without prior written approval from Lessor. Lessor and Lessee agree that approval of signage design, size, and lighting shall be at Lessor's sole discretion. Maintenance and repair of all signage is the Lessee's responsibility. The Parties agree that they shall work together to make certain any signage is mutually acceptable.
7. **Acceptance of occupancy.** Lessee shall commence occupancy of the Premises on the Delivery Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises "as is" as of the Delivery Date. Notwithstanding the above, Lessor represents and warrants that the Premises as of the Delivery Date shall be in full compliance with all applicable building and construction codes, zoning, fully compliant with Barrier Free and ADA requirements and may be lawfully used by Lessee to operate its business at the Premises.
8. **Option.** Lessee shall have an option to renew this Lease on the expiration of the initial term of the Lease for an additional five (5) years by giving written notice of renewal to Lessor 180 days before the Lease (or its extended term) expires. The renewal shall be on the terms and conditions as stated in this Lease. Rent during the option term shall be annually adjusted, including the first year of the option, by a percentage equal to the percentage change in the Consumer's Price Index (all urban

consumers for all U.S. items) published by the United States Bureau of Labor or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to Lessee by Lessor thirty (30) days prior to the effective date of the adjustment.

9. **Vacation of Premises.** Upon the expiration or the termination of the term of this Lease, or any extension of the term in accordance herewith, Tenant shall quit and surrender the Premises to Landlord in good order and broom clean condition, ordinary wear and damage by the elements excepted; Any property of Tenant or of anyone claiming under Tenant which shall remain on the Premises after the expiration or termination of the Lease term, shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be responsible for the same.
10. **Use.** The Premises are to be used and occupied by Lessee for the operation of a public charter high school which provides educational opportunities for students based on purposeful connections between individuals, communities, and the environment and for no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations.
11. **Non-Discrimination.** The Parties will not discriminate against any employee, or student, because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or any other characteristic protected by law.
12. **Expenses.** NMC shall be responsible for all utilities (electricity, gas, water/sewer) and outside maintenance costs and expenses associated with the University Center (e.g. snow removal, lawn maintenance, trash removal).
13. **Repairs and maintenance.**
 - a. Lessor shall be responsible for the exterior of the University Center's Building, including walls, roof, subsurface walls, and sub-floor. However, any maintenance, repairs, or replacement for the Building that are caused by the negligence or intentional acts of Lessee shall be the responsibility of Lessee to maintain, repair, or replace. Lessor shall maintain in good condition the sidewalk, parking lot and exterior property wall and shall regularly sweep the exterior areas and pick up any trash or debris in the area, and during the winter months shall keep the sidewalk and parking lot clear of snow and ice.
 - b. NMC shall provide routine custodial, maintenance, and repair services for the Premises. Special custodial, maintenance, and repairs service requests by

Greenspire shall be dependent upon staffing and shall be billed to Greenspire at market rates.

- c. Indoor painting projects in the Premises must be approved by NMC, but shall be performed by Greenspire.

- 14. **Occupancy and Code Construction Expenses.** It is anticipated by the Parties that improvements to the Premises, including but not limited to installation of a fire suppression system, may be required by state or local building or health codes before occupancy by Greenspire as a school may commence. Greenspire shall be responsible for all consulting costs related to the investigation of such code requirements regarding the Premises. NMC is responsible for construction costs required to bring the Premises up to code.

- 15. **Parking lot and Signage.**

- a. Lessor shall be responsible for parking lot maintenance.
- b. Greenspire shall create a logistical plan for morning drop-off and afternoon pick-up of students and shall submit the plan to NMC for its approval. NMC reserves the right to adjust traffic and car line logistics.
- c. The parking use by Greenspire (including students, guests, and employees) is subject to approval and modification by NMC. NMC is unable to provide marked or designated parking spaces for Greenspire.
- d. The north entrance to the parking lot is designated as the single entry and exit point for Greenspire.
- e. NMC shall, in coordination with Greenspire, install road signage for Greenspire (at NMC expense) at the corner of Cass Road and Dendrinis Drive by the start of the second year of this Lease. NMC will coordinate design, material, and installation.
- f. Other parking lot signage and indoor signage must be approved by NMC and paid for by Greenspire.

- 16. **Summer Usage.** NMC is entitled to use of four (4) classrooms in the Premises for a period of eight (8) weeks in the months of June, July, and August each summer for the purpose of delivering youth summer programming. NMC will coordinate summer usage scheduling with Greenspire.

- 17. **Special Events.** Any special events held by Greenspire shall be coordinated through NMC's Central Scheduling for planning, safety, and security purposes and for the consideration of other guests and tenants. Special events include, but are not limited to, activities that impact parking, University Center traffic flow, other partners or activities as the University Center, and events taking place outside normal schoolday hours.

- 18. **Contractors.** All contractors conducting business for or on Greenspire's behalf on NMC property outside the Premises must be approved by NMC, which has the right to deny contractors based on its facilities use policy, as amended.

19. **Security.** Routine security of the University Center as NMC property is included in this Lease. "Routine security" means general, regular patrol of UC common areas and grounds by NMC public safety employees. Patrols do not include the leased premises. However, NMC public safety employees will respond to Lessee's reasonable requests for assistance within the scope of their usual public safety duties. Lessee acknowledges that NMC public safety employees or contractors are NOT law enforcement officers. Lessee may hire additional security services for its leased premises, but only with written approval by NMC, which approval will not be unreasonably withheld, but will be subject to all NMC policies, general safety concerns, and operational needs.
20. **Technology Support.** Support staff for Greenspire audio, visual, or other technology support shall be accommodated by NMC depending on technology staffing and billed to Greenspire at market rates.
21. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease in the same condition as at the Delivery Date, excepting normal wear and tear.
22. **Entry and inspection.** Lessor's agents shall have the right to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises.
23. **Taxes and assessments.** Lessor shall pay all real property taxes and assessments, if any, levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee, if any, shall be the sole responsibility of Lessee.
24. **Alterations.** Lessee may not remodel or make improvements to the Premises without Lessor's written consent. Any remodeling or improvements allowed by Lessor will be at Lessee's sole cost and expense. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.
25. **Assignment and subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor.
26. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed at the expiration of this Lease. Any and all damage caused by such removal shall be immediately repaired by Lessee. Leasehold improvements shall remain the property of the Lessor.

27. **Insurance.** Lessor shall, at its expense, insure the University Center's Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force commercial general liability insurance, with Lessor named as an additional insured party, covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Policy limits shall not be less than \$2,000,000.00 per person and \$2,000,000.00 per occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location, or, alternatively, the aggregate must be at least twice the each-occurrence limit. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Lessor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured under their policies of insurance. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable to the policies. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.
28. **Lessee's liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.
29. **Destruction of Premises.** If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of

restoration according to the amount of destruction, if the destruction was not caused by Lessee. If the Premises are totally destroyed and through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

30. **Mutual releases.** Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.
31. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. Notwithstanding the above, the Lessor may only terminate this Lease if the Lessee's use of the Premises is substantially impaired as a result of such taking. All damages for the condemnation of the Premises or Building that is awarded for the taking, excluding the taking of Lessee's unamortized leasehold improvements and alterations shall be payable to and be the sole property of Lessor.
32. **Indemnity.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands or liabilities of whatsoever kind or nature which in any way arise out of Lessee's use and occupancy of the Premises, whether or not such claims, demands or liabilities arose in part from the negligence of Lessor but not where any such claim, demand or liability arises from the sole negligence of Lessor. The liability of Lessee to indemnify Lessor as herein set forth shall not extend to any matter against which Lessor shall be effectively protected by insurance; provided, however, that if such liability shall exceed the amount of the effective and collectible insurance in question, the said liability of Lessee shall apply to such excess.
33. **Default and reentry.** Lessee shall be in default of this Lease, if Lessee neglects or fails to perform its obligation to pay rent when due and if payment is not received within ten (10) days of its due date; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for ten (10) days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if

any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease (excepting the payment of rent), Lessor may, on failure of Lessee to meet the obligation after Lessor has provided to the Lessee a ten (10) day written notice of the default which particularizes the default, make or cause repairs to be made and defaults to be cured and shall not be responsible to Lessee for any loss or damage that occurs by reason of that action, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

Lessee shall have the right to terminate this Lease if, after providing a thirty (30) day notice to Lessor which notice particularizes the nature of the default, Lessor fails to cure its defaults under this Lease.

34. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.
35. **Lessee's possession and enjoyment.** Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.
36. **Holding over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 150 percent of the then existing rental rate.
37. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.
38. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and

condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

39. **Lessor's fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.
40. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.
41. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.
42. **Dispute Resolution.** If the Parties have a dispute with another, the Parties will meet and confer to negotiate a resolution. They further agree as follows:
 - i. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
 - ii. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 et seq or as otherwise agreed to by the Parties. The Parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13th Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County Circuit Court.
 - iii. Venue. All meetings, hearings, and actions to resolve the dispute shall be in Grand Traverse County, Michigan.
 - iv. Notice. Written notice of a dispute shall be given not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within the time limit even if negotiation or mediation has not occurred, but the arbitrator must require the Parties to participate in at least one mediation before issuing an award.
43. **Effective date.** This Lease shall be effective as of the last dated signature below.

44. **Termination Due to Statutory Closure or Reconstitution.** Notwithstanding the foregoing, Lessee is permitted to terminate this Lease, without cost or penalty to Lessee, in the event that the Lessee is required to close a Lessee site covered by this Lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by Lessee's authorizing body pursuant to Section 507 of the Code, MCL 380.507 or the Contract Terms and Conditions between Lessee and its authorizing body. If a termination pursuant to this paragraph occurs, Lessor shall have no recourse against Lessee or its authorizing body for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Lessor from receiving lease payments owed prior to site closure or reconstitution, or relieve the Lessee from paying any costs or expenses owed under this Lease prior to site closure or reconstitution.

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Dated: ^{May}~~April~~ 22, 2023

LESSOR

NORTHWESTERN MICHIGAN COLLEGE

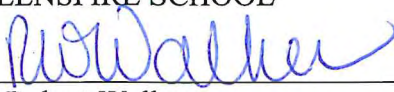

By: Troy Kierczynski

Its: Vice President of Finance and Administration

Dated: ^{May}~~April~~ 23, 2023

LESSEE

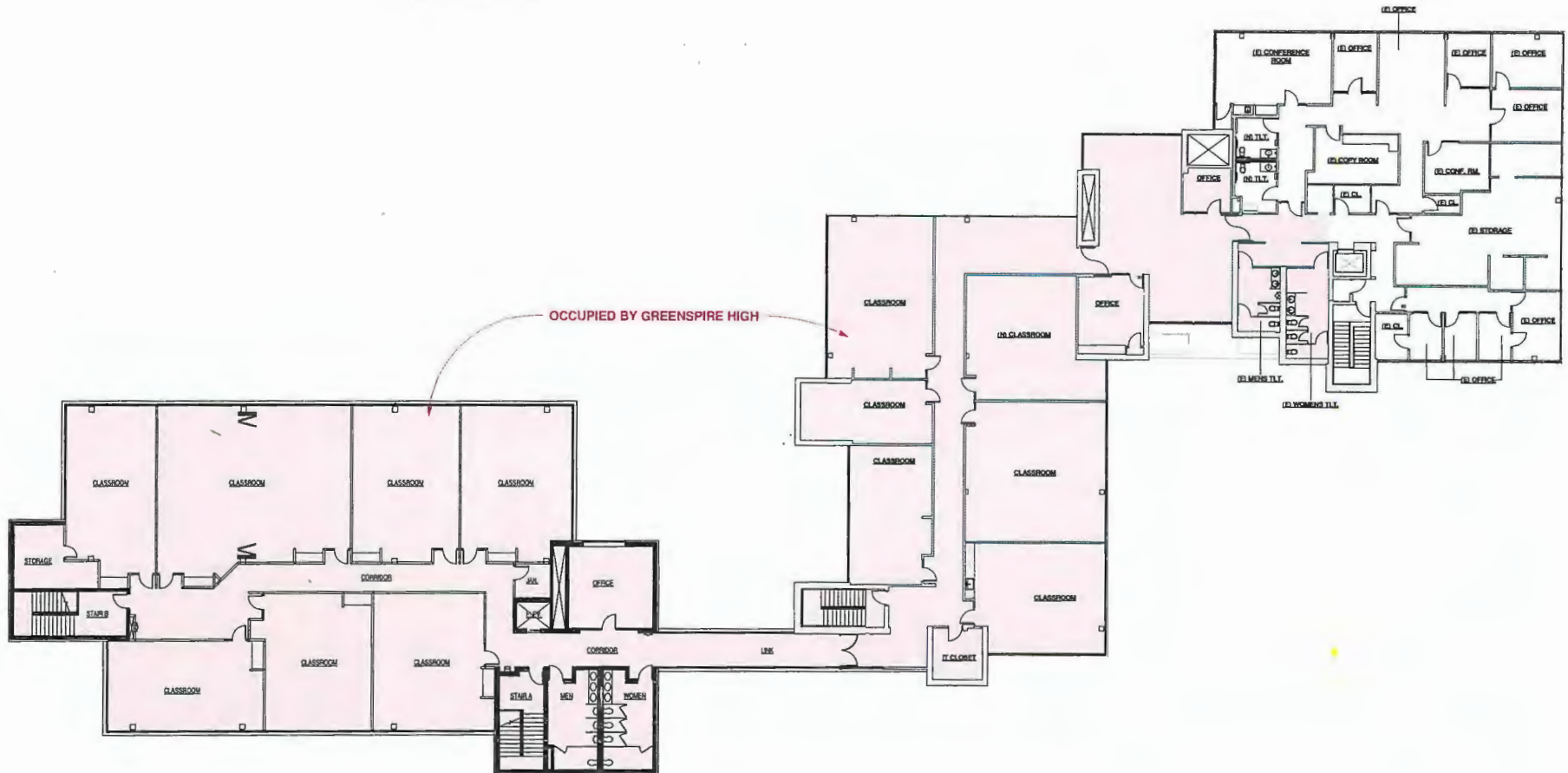
GREENSPIRE SCHOOL


By: Robert Walker

Its: Superintendent

EXHIBIT A

EXHIBIT A



UPPER LEVEL OF NMC UNIVERSITY CENTER

EXHIBIT B

Year	Period Start	Period End	Annual Rate Per Sq.Ft.	Sq. Ft. Assessed	Total Annual Rent
1	8/1/2023	7/31/2024	\$13.00	10,000	\$ 130,000
2	8/1/2024	7/31/2025	\$14.00	15,000	\$ 210,000
3	8/1/2025	7/31/2026	\$14.50	15,000	\$ 217,500
4	8/1/2026	7/31/2027	\$15.00	15,000	\$ 225,000
5	8/1/2027	7/31/2028	\$15.50	15,000	\$ 232,500
6	8/1/2028	7/31/2029	\$16.00	15,000	\$ 240,000
7	8/1/2029	7/31/2030	\$16.50	15,000	\$ 247,500