



Lansing Community College Board of Trustees

**Special Meeting
March 25, 2020
12:00 p.m.
by Webex**

Lansing Community College

BOARD OF TRUSTEES



Lawrence Hidalgo, Jr.
Chair
2019 - 2024



Brent Knight, Ed.D.
President of the College



Ryan Buck
Vice Chair
2017 - 2022



Angela L. Mathews
Secretary
2017 - 2022



Larry Meyer
Treasurer
2017 - 2020



Andrew P. Abood
Trustee
2015 - 2020



Robert E. Proctor
Trustee
2017 - 2022



Samantha Vaive
Trustee
2019 - 2024

Minutes of meetings and all proceedings of the Board may be obtained in the office of the Board of Trustees
3rd Floor, Room 307.4, Paula D. Cunningham Administration Building
610 N. Capitol Avenue; Lansing, MI 48933; Phone (517) 483-5252



Mutual Commitments *LCC Board OF Trustees*

We, the LCC Board of Trustees, will

Uphold the public's trust

Understand, then to be understood

Attend meetings & be prepared to fully engage

Keep confidential matters confidential

Avoid conflicts of interest & act in an ethical manner

Refrain from personal comments & respect others' views

Present views positively & constructively

Vote our conscience & honor final Board decisions

Build strong relationships with Trustees and President

Seek views of other Trustees

Seek & accept constructive comment

Trust each other & be worthy of that trust

Honor the roles of Trustees, the Chair and President

Respect the role of Chair as Board spokesperson

Support the role of President as College spokesperson

Continually learn through professional development

Reflect as a means to grow and improve

Be role models for students

Adopted June 18, 2007



AGENDA

BOARD OF TRUSTEES MEETING

March 25, 2020

12:00 p.m.

Special Meeting

- I. Call to Order by Chair
- II. Roll Call by Executive Assistant to the Board
- III. Approval of Minutes
 - A. February 17, 2020 Regular Board of Trustees Meeting
- IV. Consent Agenda – Action Items
 - A. Change Order
 - 1. Internal Audit Services
 - B. FY2021 Tuition Rates and Student Support Fee Rates
 - C. Lease Extension Agreement between Lansing Community College (LCC) and the Louis J. Eyde Family, LLC.
 - D. Request for Proposal
 - 1. Employee Dental and Vision Benefits
 - 2. Gannon Building Partial Roof Replacement
 - E. Statement of Practice Related to COVID-19
- V. Action Item
 - A. College Policy
 - 1. Emergency Preparedness (*REVISED*)
- VI. Public Comment
- VII. Adjournment

Approval of Minutes

LANSING COMMUNITY COLLEGE
BOARD OF TRUSTEES
February 17, 2020

Regular Meeting
Unadopted Meeting Minutes

Call to Order

The meeting was called to order at 6:05 p.m.

Roll Call

Present: Abood, Buck, Hidalgo, Mathews, Proctor, Vaive

Absent: Meyer

Pledge of Allegiance

Trustee Buck led the Pledge of Allegiance.

Approval of Minutes

IT WAS MOVED BY Trustee Proctor and supported by Trustee Mathews that the minutes of the January 27, 2020 Regular Board of Trustees meeting be adopted.

Roll call vote:

Ayes: Proctor, Buck, Mathews, Abood, Vaive, Hidalgo

Nays: None

Absent: Meyer

The motion carried.

Additions/Deletions to the Agenda

There were no additions/deletions made to the agenda.

Limited Public Comment Regarding Agenda Items

There were no Limited Public Comment Regarding Agenda Items.

Action Items – Consent Agenda

The following items were presented under the consent agenda:

- A. 2020 - 21 Course Fees
- B. Change Order

1. Anthony Travel, LLC.

~~C. Lease Agreement between Lansing Community College(LCC) and Central Michigan University (CMU) – University Partner (REMOVED)~~

IT WAS MOVED BY Trustee Buck and supported by Trustee Proctor that the Consent Agenda, removing the Lease Agreement between Lansing Community College and Central Michigan University – University Partner, be approved.

Roll call vote:

Ayes: Proctor, Mathews, Vaive, Hidalgo, Abood, Buck

Nays: None

Absent: Meyer

The motion carried.

Consent Agenda – Lease Agreement between Lansing Community College (LCC) and Central Michigan University (CMU) – University Partner

IT WAS MOVED BY Trustee Buck and supported by Trustee Proctor that the Lease Agreement between Lansing Community College (LCC) and Central Michigan University (CMU) as a University Partner be approved.

Trustee Buck requested that the current language in the Nondiscrimination Section which states the colleges Equal Employment Opportunity Policy intended for vendors be replaced with LCC's Equal Employment Opportunity and Nondiscrimination Policy.

Nondiscrimination

The parties agree to comply with all applicable federal and state non-discrimination statutes including, but not limited to, the Elliot-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Civil Rights Act. The parties agree not to discriminate against ~~an employee or applicant for employment~~ any person with respect to equal employment opportunities and equal education regardless of race, color, sex, age, religion, national origin, creed, ancestry, height, weight, sexual orientation, gender identity, gender expression, disability, familial status, marital status, military status, veteran's status, or other status as protected by law, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position or that is unrelated to the person's ability to participate in educational programs, courses services or activities offered by the parties. Breach of this covenant is a material breach of this Contract.

IT WAS MOVED BY Trustee Buck and supported by Trustee Proctor that the Lease Agreement between Lansing Community College (LCC) and Central Michigan University (CMU) as a University Partner with the revised language, be approved.

Roll call vote:

Ayes: Hidalgo, Vaive, Abood, Mathews, Buck, Proctor

Nays: None

Absent: Meyer

The motion carried.

Monthly Monitoring Report

The following Monitoring Reports were presented for information:

1. Monthly Financial Statements

Monthly Monitoring Report - Two-Year Financial Forecast

There was discussion and questions around the 2-year financial forecast and the proposed \$3 in-district tuition increase. Trustee Buck stated that it would be nice to know how accurate the 2-year financial forecast are as previously reported.

Policy Development

There was no Policy Development.

Linkage Planning/Implementation

Community Linkage – President’s Report

President Knight presented the February 2020 President’s report to the Board.

Dr. Knight briefly discuss the Foundation and what he viewed as its role and how it should work in theory. Trustee Buck stated that a great first step would be for every director of the foundation give an reasonable annual contribution to the foundation to show they are invested. He further stated that he was at a conference that stated there should be a similar expectations for Board members to contribute to their foundation.

Dr. Knight responded that he would expand that to state either you give or you know individuals or employers able to give annually to the foundation.

Trustee Buck stated that he and Dr. Toni Glasscoe were the only two who completed a full fundraising course with MCCA in 2018-19. He stated that the three ends of fundraising were (1) actually contribution, (2) the knowledge based that you will share and bring your network in and, (3) the sweat equity to make it happened. He stated that in the next year he firmly believes that the college will see this happening.

Dr. Knight stated that the college has great strengths and assets that the college should sell to those who wish to further the college. He said he doesn’t feel the college does a good job at selling the college’s assets.

Trustee Abood asked if the new Foundation Director could do a presentation and provide a report to the Board reviewing the strength and weakness of the foundation and where she would like the college to be in 12 months.

Trustee Proctor stated that he discerned from the conversation there is a disconnect between the Foundation and the college. He stated that whoever is in charge of the Foundation is not connecting with the President of the college to establish that relationship. He stated it might be helpful if the LCC Board of Trustees and the Foundation Board had a better relationship among each other or at least know each other to craft a course that would benefit the college.

Committee Reports – Foundation Board Update

Trustee Mathews gave a brief Foundation report.

Unfinished Business

There was no Unfinished Business.

New Business – March

A. Consent Agenda – Action Items

1. Dental and Vision Insurance
2. FY 2021 Tuition Rates
3. Gannon Partial Roof Replacement
4. LCC East Campus Renewal
5. LTD and Accidental ADD Insurance
6. Marketing for Promotional Items

B. Monthly Monitoring Reports

1. FY21 Estimate of Taxes and Appropriation Necessary
2. Monthly Financial Statements

Public Comment

There were no Public Comments.

Closed Session

There was no Closed Session.

Board Comments

Trustee Vaive encouraged everyone to complete the United States 2020 Census. She stated that it impacts how funding get distributed and that our area is at risk of losing a seat because of population decrease and people not filling out the census. She further stated that it is important that your voices are being heard and that you are counted. Trustee Vaive reminded everyone that the primary election is next month and encouraged everyone to get out and vote. She announced her appointment to the ACCT Governance and Bylaw Committee. She stated that she attended that meeting by conference call. She further stated that she also attended the Under 45 Caucus and was elected as Chair.

Trustee Vaive made this statement:

I've been serving on this Board for just over a year now and I've been thinking about what kind of Board member I want to be. It is an honor to serve the LCC community. I am aware that when something really bad happens no one will say, I'm so grateful that the Board didn't get in the weeds. I'm so happy the Board didn't micromanage. They will say, where were you, where was the Board, what were you doing, and why didn't you do anything. I don't want to be a person who says I'm sorry I didn't know, which we have seen on other Boards. They say "I'm sorry I just didn't know". I don't think that I could sleep at night if I knew that somewhere down the line I would have to make that apology. Based on what I heard at the forum, I am asking that if you or anyone in this community, faculty staff, student, or visitor to this campus and have concerns about workplace violence, harassment, sexual assault, bullying, or intimidation, I want to know about it because I don't want to apologize to you later that I did nothing because I didn't know. Thank you.

Dr. Lisa Webb Sharpe stated that LCC's on campus training has many people designated as mandatory reporters. She stated that the college wants people to use the mandatory reporting system so the college can address issues expeditiously and take care of employees and student's needs. She further stated that the college must use the mandatory reporting system to remain in compliance with federal regulations that requires the college to follow up on things. Dr. Sharpe stated that if someone reports something to Trustee Vaive it's important that she direct them to the colleges Human Resources Department if it's something to do with Title IX or the colleges EEO Officer if it's something to do with discrimination. She stated that there is a Title IX process for students and the college tries to make those avenues open for people.

Adjournment

IT WAS MOVED by Trustee Buck and supported by Trustee Mathews that the meeting be adjourned.

Ayes: Abood, Hidalgo, Vaive, Buck, Mathews, Proctor
Nays: None
Absent: Meyer

The motion carried.

The meeting adjourned at 7:21 p.m.

Submitted,


Executive Assistant & Liaison to the Board
Benita Duncan

DRAFT

Consent Agenda Action Items

Lansing Community College – Board of Trustees
March 25, 2020

Agenda Item: Change Order - Internal Auditing Services

Presented for Action

PURPOSE

To extend the contract to Baker Tilly Virchow Krause, LLP, for internal auditing services.

BACKGROUND

Lansing Community College is required to comply with a variety of government rules and regulations, state and local laws, and College policies and procedures. The President and the Board of Trustees depend on LCC's system of internal controls to achieve compliance with those provisions and to ensure controls are operating effectively and as intended. The role of the internal auditor is to periodically conduct internal audits to assess the internal controls of the College and determine that the controls have been put in place and are operating effectively.

In addition to assessing internal controls, the internal auditing function provides other results including; but not limited to, (1) integration of higher education best practices into the College's operations, (2) cost savings, (3) improved information reporting for decision-making, (4) alignment of College operations with strategic planning and its desired goals and outcomes.

Through a Request for Proposal (RFP) process conducted in 2017, as required by Board policy, the Administration contracted with Baker Tilly Virchow Krause, LLP, to supply internal auditing services to the college. The original contract period was July 1, 2017, to June 30, 2020, with three one-year options to extend. The Administration has been very satisfied with the performance of Baker Tilly Virchow Krause, LLP, during the three years of their initial appointment. Therefore, the Administration is requesting to exercise the three one-year options to continue the contract through June 30, 2023.

IMPLICATIONS

Financial:

This request is for three one-year options to extend the current contract. The aggregate amount requested for these three years is \$225,000. The funding for this agreement will be covered by the General Fund.

Strategic Plan:

The proposed agreement would support the College's goal of Resource Management and Fiscal Responsibility.

Human Resources:

There are no known human resources implications.

RISKS

Failure to procure internal auditing services could negatively impact the Colleges' ability to monitor internal controls.

OTHER OPTIONS/ALTERNATIVES

As an alternative, the College could procure these services as needed, however, it would be less efficient and the College would lose the benefits associated with having a negotiated agreement for internal auditing services.

RECOMMENDATION

The Administration respectfully requests the contract with Baker Tilly Virchow Krause, LLP, for \$225,000, be extended through June 30, 2023.

ATTACHMENTS:

1. Change Order Transmittal Document – Internal Auditing Services

CHANGE ORDER TRANSMITTAL DOCUMENT

To: Lansing Community College Board of Trustees

From: Lansing Community College Purchasing Department

Date: March 12, 2020

RE: Request for Approval of Change Order

Blanket Purchase Order Number: BP180032

Contractor: Baker Tilly Virchow Krause, LLP

Purchase Order Expiration: June 30, 2020

The Blanket Purchase Order covers internal auditing services Bid #70001-631-16-SS.

	BPO or Change Order Amounts	BPO Cumulative Amount	Date Approved by the Board of Trustees or Audit Committee
Initial BPO Amount	\$225,000		June 19, 2017
Change Order #1 (increase)	\$225,000	\$450,000	Requesting Board of Trustees Approval

Per the Board of Trustee's Policy III.B for Purchases exceeding \$100,000 as adopted November 19, 2018. "When an increase in the total purchase from under \$100,000 to over \$100,000 is expected, or a cumulative increment of \$100,000, over the original Board Authorization, the change order shall be reported to the Board's Audit Committee, and forwarded to the Board for approval."

Description of Change Order:

A Change Order request has been made by Don Wilske, Chief Financial Officer and approved by Dr. Lisa Webb Sharpe, Executive Vice President to exercise the extension of the three available option years and increase the Baker Tilly Virchow Krause, LLP Blanket Purchase Order amount by \$225,000. The requested amount will be funded by the General Fund. If approved the new agreement period will extend through June 30, 2023.

Submitted by:

Seleana Samuel, Director
Purchasing Department
Lansing Community College

Lansing Community College – Board of Trustees
March 25, 2020

Agenda Item: FY2021 Tuition and Student Support Fee Rates

Presented for Action

PURPOSE

To establish the Tuition and Student Support Fee rates for FY2021.

BACKGROUND

There are many factors that lead to student success and completion. Financial planning is one of those factors. Adoption of tuition rates prior to Fall semester registration provides students with accurate cost information at the time of registration. At the February Board of Trustees meeting, the Board approved course fee changes for the next fiscal year. Combining the approval of course fees and tuition rates allows students to see the total financial picture.

In November 2018, the Board of Trustees approved the updated Student Tuition and Fees policy which states that the "...change in tuition and fees that applies to all students will be established no later than March 31st prior to the next Fall semester...". The revised policy also specifies that the In-State tuition rate will be two times the In-District rate, Out-of-State tuition will be three times the In-District rate, and International tuition will be three and one-half times the In-District rate.

At the February Board of Trustees meeting, the Board was presented with a two-year financial forecast. The forecast for FY2021 included a \$3 increase in the in-district tuition rate (2.8%). The FY2021 forecast projected a balanced budget based upon this \$3 increase and other revenue, expense and transfer assumptions.

Shown in Attachment 1 are the following charts:

- Table A – LCC In-District Tuition Rate History
- Table B – Cost per Fiscal Year Equated Student History (FYES)

Table A shows that over the last five fiscal years the college has remained below the in-district statewide average tuition rate. In all but one of the last five years, the rate of increase was below the statewide average. In FY2017, the increase exceeded the statewide average due to the College's commitment to the Student Success Initiative that included academic success coaches and expanded tutoring services.

Table B shows that the College's cost per FYES is below the statewide average in all of the past five years.

Based upon the above information the Administration is recommending adoption of FY2021 tuition rates as shown below:

	Current Tuition Rates	Proposed Tuition Rates	Percentage Increase
In-District	\$108	\$111	2.8%
In-State	\$216	\$222	2.8%
Out-of-State	\$324	\$333	2.8%
International	\$378	\$389	2.9%

IMPLICATIONS

Financial:

Approval of the FY2021 tuition rates at this time will provide for better financial planning for both students and the College.

Strategic Plan:

This action supports the College's strategic plan focus area of Resource Management and Fiscal Responsibility.

Human Resources:

Approval of the tuition rates at this time will provide improved financial information to recommend staffing levels in the FY2021 budget.

RISKS

Failure to adopt the FY2021 tuition rates by March 31st will violate the Student Tuition and Fees policy adopted by the Board of Trustees in November 2018.

OTHER OPTIONS/ALTERNATIVES

The Administration does not recommend any alternatives to this tuition and fee rate proposal as presented, as it is not consistent with the College's financial planning strategy.

RECOMMENDATIONS

The Administration respectfully requests adoption of the FY2021 tuition rates as proposed in the table above.

ATTACHMENTS:

1. Data charts

FY2021 Tuition Rates – Attachment

Chart A

LCC In-District Tuition Rate History

Fiscal Year	LCC Increase	LCC In-District Tuition	LCC % Increase	State Average Increase	State Average In-District Tuition	State Average % Increase
2016	\$3.00	\$88.00	3.5%	\$5.00	\$103.00	5.1%
2017	\$11.00	\$99.00	12.5%	\$3.00	\$106.00	2.9%
2018	\$4.00	\$103.00	4.0%	\$5.00	\$111.00	4.4%
2019	\$2.00	\$105.00	1.9%	\$3.50	\$114.00	3.2%
2020	\$3.00	\$108.00	2.8%	\$3.00	\$117.00	2.8%

Chart B

Cost per Fiscal Year Equated Student History (FYES)

Year	LCC FYES	State FYES Average
FY15	\$10,057	\$10,488
FY16	\$11,137	\$11,185
FY17	\$10,695	\$11,222
FY18	\$11,995	\$13,251
FY19	\$13,235	\$14,182

Lansing Community College – Board of Trustees
March 25, 2020

Agenda Item: Lease Extension Agreement between Lansing Community College (LCC) and the Louis J. Eyde Family, LLC

Presented for Action

PURPOSE

The Administration proposes to extend the current lease agreement with the Louis J. Eyde Family, LLC for the premises at 2827 Eyde Parkway, East Lansing, MI 48823 for five years, ending as of June 30, 2025.

BACKGROUND

The College has been leasing the above mentioned space since 2005 and refers to it as LCC East. Located in East Lansing, LCC East offers convenience for those who live in the Haslett, Okemos, East Lansing, and Williamston areas with 12 classrooms, excellent instructors, convenient parking, and a variety of academic and student support services. LCC East also fills a unique niche for students from other educational institutions who are looking to supplement their course schedule. This location is a great resource for LCC students and the surrounding community. The proposed lease agreement amendment incorporates one (1) five-year renewal option to extend the agreement past the lease end date of June 30, 2025. The terms of the agreement were established with the assistance of Martin Commercial Properties.

IMPLICATIONS

Financial:

The annual lease amounts vary by year as follows: \$376,530 (FY 2020-2021), \$382,200 (FY 2021-2022), \$387,870 (FY 2022-2023), \$393,750 (FY 2023-2024), and \$399,635 (FY 2024-2025). The aggregate amount requested is \$1,939,985. It will be supported by the General Fund.

Strategic Plan:

Executing this lease agreement amendment supports the strategic focus areas of Engaged Learning & Student Success, Community Engagement, and Resource Management and Fiscal Responsibility

Human Resources:

Not Applicable.

RISKS

Failure to secure the lease agreement amendment for LCC East will limit the College's ability to serve students.

OTHER OPTIONS/ALTERNATIVES

In August of 2019, Dean Bo Garcia and his team thoroughly analyzed the LCC East Campus operations and concluded this location continues to optimize the College's ability to service to students. At this time no other alternatives have been identified.

RECOMMENDATIONS

The Administration respectfully requests the Board of Trustees approve the lease agreement amendment between LCC and the Louis J. Eyde Family, LLC for the period of July 1, 2020 through June 30, 2025.

ATTACHMENTS:

1. 2005 LCC East Lease Agreement
2. 2020 LCC East Lease Agreement Amendment

2827 EYDE PARKWAY LEASE®

LEASE FOR

LANSING COMMUNITY COLLEGE

April 1, 2005

LANDLORD

**LOUIS J. EYDE LIMITED FAMILY PARTNERSHIP
&**

GEORGE F. EYDE LIMITED FAMILY PARTNERSHIP

Without qualifying our intentions to proceed with negotiations and the early execution and delivery of a lease incorporating the terms, it should be understood that the Landlord shall not be bound by this lease unless and until a mutually acceptable lease setting forth a complete understanding between landlord and Tenant shall have been executed and delivered.

© 2004 Eyde Limited Family Partnerships

SIGNATURE LEASE

CONTENT

ARTICLE 1: BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS
ARTICLE 2: LEASED PREMISES
ARTICLE 3: TERM OF LEASE
ARTICLE 4: CONSTRUCTION BY LANDLORD AND TENANT
ARTICLE 5: RENTS
ARTICLE 6: REAL ESTATE TAXES
ARTICLE 7: FIRE INSURANCE
ARTICLE 8: USE OF PREMISES
ARTICLE 9: ALTERATIONS
ARTICLE 10: INDEMNITY
ARTICLE 11: LIENS
ARTICLE 12: DESTRUCTION AND RESTORATION
ARTICLE 13: PROPERTY IN LEASED PREMISES
ARTICLE 14: ACCESS TO LEASED PREMISES
ARTICLE 15: SURRENDER OF LEASED PREMISES
ARTICLE 16: UTILITIES
ARTICLE 17: ASSIGNMENT AND SUBLETTING
ARTICLE 18: RULES AND REGULATIONS
ARTICLE 19: EMINENT DOMAIN
ARTICLE 20: DEFAULT
ARTICLE 21: ESTOPPEL CERTIFICATE
ARTICLE 22: NOTICES
ARTICLE 23: REIMBURSEMENT
ARTICLE 24: HOLDING OVER
ARTICLE 25: QUIET ENJOYMENT
ARTICLE 26: MAINTENANCE AND REPAIRS
ARTICLE 27: NON-WAIVER
ARTICLE 28: SIGNS
ARTICLE 29: CHANGES TO DEVELOPMENT & CONTINUING CONSTRUCTION
ARTICLE 30: RE-RENTING
ARTICLE 31: NOTICE FORCE MAJEURE
ARTICLE 32: DEFINITION OF TERMS
ARTICLE 33: SATELLITE/ANTENNA
ARTICLE 34: LIMITED LIABILITY
ARTICLE 35: SALE OF PREMISES
ARTICLE 36: RIGHT TO MORTGAGE
ARTICLE 37: NOTICE OF INTENTION TO SURRENDER
ARTICLE 38: RIGHT OF FIRST REFUSAL
ARTICLE 39: WAIVER OF SUBROGATION
ARTICLE 40: HAZARDOUS MATERIAL/WASTE
ARTICLE 41: MISCELLANEOUS

..... PLUS EXHIBITS, ADDENDA, RIDERS, IF ANY.

SIGNATURE LEASE

**EYDE PARKWAY
LEASE**

ARTICLE I: BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

1.1 Basic Lease Provisions:

Date: **April 1, 2005**

LANDLORD INFORMATION

Name: **LOUIS J. EYDE LIMITED FAMILY PARTNERSHIP (TIN #38-2326644)
& GEORGE F. EYDE LIMITED FAMILY PARTNERSHIP (TIN #38-2326646)**

MAILING ADDRESS:

Office Location : **4660 S. Hagadorn, Suite 660
East Lansing, Michigan 48823**

**P. O. Box 4218
East Lansing, MI.48826-4218**

TENANT INFORMATION

Name: **LANSING COMMUNITY COLLEGE**
Address: **P. O. Box 40010
Lansing, MI 48901**

Mailing address: ☒ At Leased Premises ☐ At Above Address

Type of Ownership: ☐ Sole proprietorship ☐ Partnership.
☐ Corporation (Resolution required for Authority to Bind) ☒ Other

PREMISES

Address: **2827 EYDE PARKWAY**
Suite Number: **200**
City/State/Zip: **East Lansing, MI. 48823**
Approx. Square Feet: **21,000 (Rentable - "rsf") [(rsf. times \$/SF) /12 = Monthly Minimum Rent]**
Usable Square Ft: **19,800**

TERMS

Lease Term: **ONE HUNDRED TWENTY (120) Lease Months plus any partial month**
Commencement Date: **Monday, August 01, 2005**
Expiration Date: **Last Day of July, 2015**
Minimum Rent: **See Article 5.1(b) for Minimum Rent Schedule**

*Make all checks Payable to: Louis J. Eyde Limited Family Partnership AND
George F. Eyde Limited Family Partnership*

Early Access: **Tenant shall have access to the Premises thirty (30) days prior to Commencement for the purpose of installing furniture, fixtures and equipment at no cost, however, Tenant shall have all insurance policies necessary to Landlord and agrees to comply with and be bound by all other terms of the Lease excluding Rent and utilities.**

Utility Usage & Janitorial: **Tenant's responsibility**

Permitted Use: **Operation of a teaching/classroom/extension service facility with related office facilities.**

1.2 Significance Of A Basic Lease Provision. Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this Article shall be deemed and construed to incorporate all the terms provided under each Basic Lease Provision.

Tenant Initial _____ Landlord Initial _____ / _____

SIGNATURE LEASE

1.3 Enumeration of Exhibits, Riders, Attachments and Addenda. The exhibits, riders, attachments & addenda enumerated in this Article and attached to this Lease are incorporated in the Lease by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated therein.

- A. EXHIBIT A: PLANS & SPECIFICATIONS: ☒ Included.
- B. EXHIBIT B: Site Plan. ☒ Included
- C. EXHIBIT C: Site of Right of First Refusal Building to be built
- D. EXHIBIT D: Construction Standards for Offsite Classrooms

ARTICLE 2: LEASED PREMISES

2.1 Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Article 1.1 and in attachments thereto.

2.2 Right to Cancel Lease on First Floor. Tenant has the right to cancel its lease on the first floor with no penalty prior to the end of the first year with written notice to Landlord. As consideration for this Right to Cancel Lease On First Floor, Landlord is not required to build out this floor until Tenant waives or does not exercise its right to cancel, at which time Landlord would construct the space at its cost, per the accepted plans and specifications set forth in Exhibit A. Tenant's square footage shall be 10,500 upon termination of the first floor and Minimum Rent shall be adjusted accordingly.

2.3 Landlord warrants that there are no rights or options which any other party may have on the Premises.

ARTICLE 3: TERM OF LEASE

3.1 Original Term. The Tenant is to have and to hold the Premises for the term provided in Article 1.1, commencing on the Commencement Date and terminating on the Termination Date as set forth herein unless sooner terminated for violations of the provisions and agreements of this Lease. In the event Landlord fails to deliver the Premises on the Commencement Date because the Premises are not then ready for occupancy, or because the previous occupant of the Premises is holding over, or for any other cause beyond Landlord's control, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the Premises, nor shall any such delay affect the validity of this Lease or the obligations of Tenant hereunder, and the Commencement Date of this Lease shall be postponed until such time as the Premises are ready for Tenant's occupancy and the Termination Date adjusted to reflect the correct number of months for the term.

3.2 First Additional Lease Term: If Tenant has maintained an on time payment history and is not in default of the Lease at the Expiration of the Original Term, it shall have the right and option to extend the Lease term for the first of three (3), five-year (5-year) additional terms ("First Additional Lease Term") for conditions set forth herein provided that Tenant shall give Landlord written notice of its exercise of this Option at least six (6) months prior to the expiration of the Original Term.

3.3 Second Additional Lease Term: If Tenant has maintained an on time payment history and is not in default of the Lease at the Expiration of the First Additional Lease Term, it shall have the right and option to extend the Lease term for the second of three (3), five-year (5-year) additional terms ("Second Additional Lease Term") for conditions set forth herein provided that Tenant shall give Landlord written notice of its exercise of this Option at least six (6) months prior to the expiration of the First Additional Lease Term.

3.4 Third Additional Lease Term: If Tenant has maintained an on time payment history and is not in default of the Lease at the Expiration of the First Additional Lease Term, it shall have the right and option to extend the Lease term for the third of three (3), five-year (5-year) additional terms ("Third Additional Lease Term") for conditions set forth herein provided that Tenant shall give Landlord written notice of its exercise of this Option at least six (6) months prior to the expiration of the Second Additional Lease Term.

3.5 Early Terminations:

(a) Should Tenant exercise its right to cancel its Lease on the first floor as set forth in Article 2 above, then Tenant shall have the one time right to terminate this Lease at the end of the third (3rd) year. Notice to terminate will require sixty (60) days written notice accompanied by the Termination Fee which shall be equal to twelve months Minimum Rent in the amount One Hundred Sixty-seven Thousand One Hundred Forty and 26/100 Dollars (\$167,140.26).

(b) Should Tenant waive or not exercise its right to cancel its Lease on the first floor (as set forth in Article 2 above), then Tenant shall have the one time right to terminate this Lease at the end of the fifth (5th) year. Notice to terminate will require ninety (90) days written notice accompanied by a Termination Fee which shall be equal to twelve months Minimum Rent in the amount of Three Hundred Forty-seven Thousand Seven Hundred Eighty-five and 45/100 Dollars (\$347,785.45).

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ARTICLE 4: CONSTRUCTION BY LANDLORD AND TENANT

**Note: Article 4 is Valid Only If Exhibit A Is Included In Article 1.3
Containing Construction To Be Done By Tenant and/or Landlord.**

4.1 Construction By Landlord. Landlord will construct or cause to be constructed the Premises as shown on Exhibit A for the second floor prior to the Commencement Date and, regarding build-out for the first floor, should Tenant waive or not exercise its Right To Cancel its Lease on the first floor as set forth in Article 2 above, then, at that time Landlord would construct the space at its cost, per the accepted plans and specifications set forth in accordance with the plans and specifications described in Exhibit A. Tenant agrees that no mechanical or structural additions or minor changes from any plans or from said outline specifications which may hereafter be made during the construction of the Premises shall change the provisions hereof. Landlord's work shall be deemed approved by Tenant in all respects, except for items of Landlord's work which are not completed or do not conform to Exhibit A, and said attachments thereto, and as to which Tenant shall have given notice to Landlord within 30 days after the Commencement Date. Any disagreement which may arise between Landlord and Tenant with reference to the work to be performed by either pursuant to Exhibit A or whether such work has been properly completed, shall be resolved by the decision of an architect or space designer acceptable to both Landlord and Tenant.

Building standard shall be used for all construction of the Premises, which includes but is not limited to, building standard carpet or floor finishes, wall finishes, lay-in acoustical ceiling (2' x 4'), lay-in light fixtures [2' x 4', standard four (4) bulb lay-in with standard lens] at the rate of one (1) per 100 square feet of Premises, heating, ventilation and air conditioning systems at the capacity of one (1) ton per four hundred (400) square feet, sidewall electrical outlets [one (1) every twenty (20) feet], and electrical service at 110 volts or as specified on Exhibit A.

It is further agreed regarding HVAC/Electrical, a minimum of 3.8 watts per usable square foot for Tenant's power requirements (exclusive of HVAC) as part of the Building's standard services to be separately engineered into the design at Landlord's Expense. Said building standards shall provide outside ventilation air supply to the Premises in accordance with ASHRAE Standard 62-01989 (20 CFM per occupant for office type occupancy), or in accordance with applicable building code.

Landlord shall, at the Commencement Date and during the Lease term and any Renewal Term, and at Landlord's sole cost and expense, be responsible for placing and keeping the Building and all building systems (including, but not limited to, fire, safety, security, elevators, etc.) in compliance with all governmental regulations, codes, rules or laws including, however, not limited to, the Americans with Disabilities Act and NFPA 101, "Code for Safety to Life".

4.2 Construction By Tenant and Tenant's Plans (applicable only when Tenant does some or all construction). All work other than that to be performed by Landlord is to be performed by Tenant, at Tenant's expense and in accordance with the outline description set forth in Exhibit A, and in accordance with the plans and specifications attached to Exhibit A. Tenant acknowledges and agrees with Landlord's right of final approval to any plans and specifications and further agrees to abide by Landlord's decision on acceptance or non-acceptance of plans, specifications, outside contractors and workmanship. Should Tenant need to resubmit plans and specifications, he promises to do so in a timely manner so as not to cause unnecessary delays in the commencement of construction by Landlord.

4.3 Tenant's Work Performance (applicable only to work not performed by Landlord). All of Tenant's work (including fixtures) shall conform to all applicable statutes, ordinances, regulations and codes and Tenant shall obtain all required permits and licenses therefore. All of Tenant's work shall be performed in compliance with such rules and regulations established by Landlord and without interference or disruption to Landlord or other tenants of the Commercial Developments. Tenant shall furnish to Landlord all certificates and approvals of Tenant's work that may be required by any governmental authority for issuance of a Certificate of Occupancy.

4.4 Force Majeure: Landlord shall be excused for the period of any delay in the performance of any obligations hereunder or non-performance of any such obligations or covenants of this Lease, when prevented from so doing by cause beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, governmental regulations or controls, administrative hearings or judicial litigation including any adverse findings, orders, verdicts or judgments therein, fire or other casualty, inability to obtain any material, services, Tenant changes or through acts of God or through any other causes beyond Landlord's control whatsoever.

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ARTICLE 5: RENTS

5.1 Installment Payments of Minimum Rent: Tenant agrees to pay Rent to Landlord, without demand, at the address of Landlord set forth in Article 1.1 or to such other person or at such other place as Landlord may by notice in writing to Tenant from time to time direct, at the following rates and times:

(a) **Minimum Rent** as set forth in Article 1.1, payable in advance in equal successive monthly installments on the first day of each calendar month included in the Lease Term, and, for any portion of a calendar month included at the beginning of the Lease Term, one-thirtieth of such a monthly payment for each day of such portion, payable on the first day of such portion;

(b) **Annual Percentage Increase:** On every yearly anniversary of the beginning of this Lease (if the Commencement Date is other than the first day of the month then the anniversary shall be the first day of the first full month of this Lease) the Minimum Monthly Rental as specified for the one (1) year period then beginning shall be adjusted upward over the preceding one (1) year period by two percent (2.0%) calculated on the Rent/sf rate. The Annual Percentage Increase shall apply to all Additional Lease Terms without interruption. Minimum Rent on the first floor is abated for the initial first twelve (12) months of the Lease.

Minimum Rent Schedule				
Lease Year	\$/sf	Based on sf of	Annual Min Rent	Monthly Minimum Rent
1 - Minimum Rent abated on 10,500 sf (1 st floor), unless Tenant waves its Right to Cancel First Floor, the Rent shall commence on the 1 st day of the thirteenth Lease Month or upon completion of construction, whichever shall first occur.	\$ 15.00	10,500	\$ 157,500.00	\$ 13,125.00
2	\$ 15.30	21,000	\$ 321,300.00	\$ 26,775.00
3	\$ 15.61	21,000	\$ 327,726.00	\$ 27,310.50
4	\$ 15.92	21,000	\$ 334,280.52	\$ 27,856.71
5	\$ 16.24	21,000	\$ 340,966.13	\$ 28,413.84
6	\$ 16.56	21,000	\$ 347,785.45	\$ 28,982.12
7	\$ 16.89	21,000	\$ 354,741.16	\$ 29,561.76
8	\$ 17.23	21,000	\$ 361,835.99	\$ 30,153.00
9	\$ 17.57	21,000	\$ 369,072.71	\$ 30,756.06
10	\$ 17.93	21,000	\$ 376,454.16	\$ 31,371.18

Once the monthly Minimum Rental is increased as provided herein, it shall not be subsequently decreased.

5.2 Timely Payments. It is understood by the Tenant that timely payments of Rent are the essence of this Lease. In the event that a Rent payment is received after the fifth (5th.) day after the due date, Tenant shall pay to Landlord an additional sum calculated as ten percent (10%) of the unpaid Rent payment, which is intended by the Landlord and Tenant to reasonably reflect the additional cost and expense which will be incurred by Landlord in collecting and administering such late payments, together with a time-price differential upon all sums remaining unpaid during each month thereafter calculated at the rate of 1-1/2% per month until all such sums are paid in full.

In the event that a Rent check is returned unpaid for any reason after the due date for which that Rent is applicable, the Rent applicable to that period shall not be deemed to have been paid by the due date and the Rent shall be due with the interest rate set forth above. The Tenant herein agrees to the above terms of payment.

5.3 Chronically Late: If the Tenant shall be chronically late in the payment of Rent, the Landlord may give the Tenant thirty (30) days notice of intention to terminate Lease and thereupon at the expiration of said time this Lease shall terminate and the Tenant will then quit and surrender the Leased Premises to the Landlord. Tenant shall be chronically late in payment of Rent if Rent is not paid on or before the date due more than three times in any twelve month period during the term hereof.

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5.4 No Demand: Rental and all other charges shall promptly be paid by Tenant without prior demand thereof and without deductions or set-offs for any reason whatsoever. Landlord shall have no obligation to accept less than the full amount of all installments of Rental and interest thereon and all charges hereunder which are due and owing by Tenant to Landlord and if Landlord shall accept less than the full amount owing, Landlord may apply the sums received toward any of Tenant's obligations at Landlord's discretion.

ARTICLE 6: REAL ESTATE TAXES

Landlord shall pay all Real Estate Taxes and assessments, and Tenant shall pay all other taxes relating to the Premises or arising out of the Tenant's occupancy, possession or use of the Premises (often identified as personal property taxes). Should the taxing authorities include in such real estate taxes paid by Landlord: machinery, equipment, fixtures inventory or other personal property or assets of Tenant, then Tenant shall pay as Additional Rent due the entire real estate taxes on such items within ten (10) days of billing from Landlord.

ARTICLE 7: FIRE INSURANCE

Landlord shall carry fire, hazard, and extended coverage insurance for the building only, but not for Tenant's contents.

ARTICLE 8: USE OF PREMISES

8.1 The Premises shall be occupied only by Tenant and used solely for the purpose as set forth in Article 1.1 and by no other person or entity and for no other purpose without the written consent of Landlord. Said consent shall not be unreasonably withheld provided said change does not in Landlord's opinion affect any other tenants of the commercial development.

Tenant shall operate its business during the Lease Term under the manner and style as set forth in Article 1.1 and shall not change such name without notifying the Landlord of any name change prior to actual use.

8.2 Tenant covenants and agrees to use, maintain and occupy the Premises in a careful, safe, and proper manner and will not commit waste therein. Tenant will keep the Premises and appurtenances including adjoining areas in a clean, safe and healthy condition. Tenant will not permit the Premises to be used in any way which will injure its reputation or that of the building or that may be a nuisance, annoyance, inconvenience or damage to the other tenants of the greater commercial development or of the neighborhood. Nor shall Tenant allow employees, agents, clients, and invitees to conduct themselves in such a way that may be a nuisance, annoyance, inconvenience or damaging to other tenants of the greater commercial development or of the neighborhood. Tenant shall not display any merchandise outside its Premises and shall not place garbage, rubbish, trash, merchandise containers or other incidentals to Tenant's business outside its Premises except in a proper receptacle.

8.3 A primary consideration to Landlord is the agreement of Tenant to operate and maintain a business in the Premises and upon the commencement of the Lease Term and shall thereafter continuously, actively and diligently operate its business on the whole of the Premises in a high grade and reputable manner. Tenant shall operate said business in a manner and using methods that are reasonable in light of similar business similarly situated throughout the Lease Term unless prevented from doing so by fire, strikes, casualty or other causes beyond the control of Tenant.

8.4 Tenant covenants and agrees not to use or occupy or suffer or permit the Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or the requirements of any insurance underwriters or rating bureaus or in any manner so as to increase the cost of insurance. Tenant shall promptly comply with all present and future laws, regulations or rules of any municipality, county, state, federal and other governmental authority and any bureau and department thereof and specifically with, but not limited to, the "Americans with Disability Act" as it applies to the Premises. If Tenant shall install any electrical equipment that overloads the lines in and to the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction thereover, and to make the building and Premises safe.

8.5 Easements. Tenant may require access and easements for their fiber and technology to the building from the street. Landlord will cooperate with Tenant on obtaining necessary easements.

8.6 Parking. Parking is available immediately adjacent to the Building and in all adjoining buildings parking lots which are owned or under the control of Landlord for Tenant's non-exclusive use. See Exhibit B.

ARTICLE 9: ALTERATIONS

Tenant covenants and agrees not to make or permit to be made any alterations, improvements or additions to the Premises or any part thereof except by and with Landlord's prior written consent, which consent be in Landlord's sole discretion, provided, however, that said consent shall not be unreasonably withheld. All alterations,

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improvements and additions to the Premises shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord (Excepting movable office furniture and equipment installed at Tenant's expense) and shall remain for the benefit of Landlord at the end of the Lease Term or other expiration of this Lease in as good order and conditions as they were when installed, reasonable wear and tear excepted. Landlord may require Tenant to remove any additions made by Tenant and Tenant shall at its own cost and expense repair any damage caused by such removal. In the event of making such alterations, improvements and or additions as herein provided, Tenant further agrees to defend, indemnify and save Landlord harmless from all expense, liens, claims or damages to either persons or property arising out of, or resulting from the undertaking or making of the alterations, additions and improvements. Tenant shall at its own cost and expense make all repairs and provide all maintenance in connection with any alterations, additions or improvements made by Tenant.

ARTICLE 10: INDEMNITY

10.1 Tenant covenants and agrees that it will at all times protect, defend, indemnify, save and keep harmless the Landlord against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on the leased Premises and/or on adjacent sidewalks and curbs when arising from acts of Tenant, its employees, agents, invitees or contractors, causing injury to any person or property whomsoever or whatsoever, arising out of Tenant's occupancy or use of the Premises or any act or omission of Tenant, its agents, employees, invitees or contractors. Tenant further covenants and agrees that it will protect, save and keep Landlord harmless and fully indemnified against and from any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by the act or neglect of Tenant or those holding under Tenant, and also will protect, indemnify, save and keep harmless Landlord and other Tenants and occupants of the commercial development against and from any and all claims and against and from any and all loss, cost, damage, liens or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of the Lease. The obligations imposed on Tenant by this Article accruing prior to any termination of this Lease shall survive such termination.

10.2 **Liability Insurance:** Tenant agrees pursuant to this covenant, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons or damage to property in or upon the Premises, including all damage from signs, glass, awning, fixtures or other appurtenances now or hereafter erected on the Premises, and insuring the indemnity agreement contained in the Article during the term of this Lease, and any renewal or extension thereof. Such insurance at all times shall be in the amount of not less than One Million Dollars (\$1,000,000) for injury to one person and not less than Two Million Dollars (\$2,000,000) aggregate for injuries to more than one person in one accident. Tenant shall also carry property damage insurance in an amount of not less than One Million Dollars (\$1,000,000) for damage to property arising out of any one occurrence. All policies of insurance shall provide that Landlord shall receive at least thirty (30) days prior written notice of the cancellation of any such insurance policy and shall name Landlord as additional insured with waiver of subrogation. Such insurance shall be primary and non-contributory and shall be written with a company or companies authorized to engage in the business of general liability insurance in the state in which the Premises are located and there shall be delivered to Landlord customary insurance certifications evidencing such paid up insurance. In the event Tenant fails to furnish such policies, Landlord may obtain such insurance and the premiums on such insurance, together with an administrative charge of One Hundred (\$100) Dollars shall be deemed additional rent to be paid by Tenant to Landlord upon demand.

ARTICLE 11: LIENS

If, for whatever reason, any lien shall be filed against the Premises, the commercial development of which they are a part purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall at its expense cause such liens to be discharged of record by payment, bond or otherwise as allowed by law, within then (10) days after the filing thereof.

ARTICLE 12: DESTRUCTION AND RESTORATION

12.1 If the Premises shall be damaged during the term of this Lease to the extent of fifty percent (50%) or more of the cost of replacement thereof, or damaged by any uninsured casualty, Landlord shall have the option to rebuild or terminate this Lease to be exercised by notice to Tenant.

12.2 If the Premises shall be damaged during the term of this Lease to the extent of less than fifty percent (50%) of the cost of replacement by fire or other casualty covered by Landlord's policy of fire and extended coverage insurance then upon notice by Landlord to Tenant given not more than Thirty days after the date Landlord receives its insurance settlement the Landlord shall restore the Premises to substantially the same condition in which the

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same existed prior to the casualty provided however, and excepting, that if such an event occurs during the last two (2) years of this Lease, then Landlord shall have the option to: (a) rebuild, but does not agree to do so unless Tenant, within thirty (30) days after receipt of the insurance settlement by Landlord enters into renewal of this Lease on agreed terms and conditions with the renewal Lease to commence upon the date of completion of such rebuilding; or (b) rebuild or either party may terminate this Lease to be exercised by notice to the other party given not more than thirty (30) days after the date Landlord receives its insurance settlement. Landlord agrees to notify Tenant of such settlement.

12.3 Landlord will rebuild, repair or restore the above to as near the condition in which the same existed prior to the casualty as reasonably possible, exclusive of any improvements or other changes made to the Premises by the Tenant and after completion of such work by Landlord, Tenant shall promptly commence and diligently proceed at its sole cost and expense to rebuild, repair, restore and replace its Leasehold improvements, fixtures, equipment, furnishings and merchandise.

12.4 Tenant agrees during any period of reconstruction, restoration or repair of the Premises, and/or of the building to continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of good business. Fixed Minimum Rent, as set forth in this Lease shall be abated proportionately to the portion of the Premises which is untenable during any period on which, by reason of any such damage or destruction there is a substantial interference which the operation of the business of Tenant in the Premises, having regard to the extent to which Tenant may be required to discontinue its business in the Premises, and such abatement shall continue for the period commencing with such destruction or damage and ending with the completion of such work or repair and/or reconstruction. If, however, Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time and as a result thereof, the repairing and restoration is delayed, there shall be no abatement of Rental during the period of such resulting delay and if such damage or destruction is caused by Tenant's willful negligence, fault, neglect or omission then and in that event fixed Minimum Rent shall not abate. Nothing in this Article shall effect or be construed to abate or diminish Additional Rent or other charges hereunder.

12.5 **Tenant's Insurance Coverage:** Tenant shall carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurance for the full insurable value of all improvements provided by Tenant. Tenant shall also carry such insurance for the full insurable value of Tenant's merchandise, trade fixtures, furnishings, wall covering, carpeting, drapes, equipment and all other items of personal property of Tenant's located on or within the Premises. All insurance policies required to be carried pursuant to this Article shall name Landlord as an additional insured, as the interest may appear, and Tenant shall furnish Landlord evidence of such insurance coverage. Such insurance policies may not be modified or terminated without fifteen (15) days advance written notice to Landlord.

ARTICLE 13: PROPERTY IN LEASED PREMISES

13.1 All leasehold improvements by Tenant (if any), when installed, attach to the freehold and become and remain the property of Landlord, except as set forth in this agreement; provided however, Landlord shall have the right to elect to have Tenant remove any of the improvements as provided for in Article 9. Landlord's right to elect must be reasonable in light of the cost of the removal to Tenant in light of the benefits to Landlord and/or the future Tenant. All store fixtures or trade fixtures, signs, and drapes provided by the Tenant shall remain the property of Tenant.

13.2 **Waiver Of Landlord's Liability:** Tenant agrees that all personal property which may at any time be in the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for injury and/or any damage to persons or such property or for any loss suffered by the business or occupation of Tenant including without limitation: (a) by theft or otherwise; (b) from fire, explosion or falling plaster, or (c) any and all damage caused by water or dampness from rain or snow, leaks from the roof or any part of the Premises, street or subsurface or any source whatsoever or from the bursting, overflowing or leaking of sewer, steam pipes, or appliances or from the heating or air conditioning systems or plumbing fixtures or from electric wires or from gas or odors or fire or other casualty or caused in any manner whatsoever.

Landlord shall not be liable for any such injury or damages caused by other tenants or persons in the Premises, occupants of adjacent property or the Commercial Development, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant only, and Tenant shall hold Landlord harmless and indemnify Landlord from any claims arising out of damages or loss to the property.

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13.3 Tenant agrees to pay promptly when due all taxes assessed against Tenant's fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises.

ARTICLE 14: ACCESS TO LEASED PREMISES

Tenant agrees to permit Landlord, its agents and employees, to inspect or examine the Premises at any reasonable time and to make such repairs, alterations, improvements or additions in the Premises, or the building of which the Premises is a part, as Landlord may deem desirable or necessary for preservation or improvement or which Tenant has covenanted herein to do and has failed so to do, without the same being construed as an eviction of Tenant in whole or in part and the Rent shall in no manner abate nor shall Landlord be liable by reason or any damage, loss or injury to, interruption of or interference with Tenant's property or business because of the prosecution of such work. Landlord shall try to notify Tenant twenty-four hours prior to said inspection or commencement or repairs and/or alterations, emergencies excepted.

It is expressly understood that Landlord shall have the right at all times during the Term to enter the Premises to inspect the condition thereof, to show the Premises to prospective new tenants, to determine if Tenant is performing its obligations under this Lease, and to perform the services or to make the repairs and restoration that Landlord is obligated or elects to perform or furnish under this Lease, to make repairs to adjoining space, to cure any defaults of Tenant hereunder that Landlord elects to cure, and to remove from the Premises any improvements thereto or property placed therein in violation of this Lease. The Tenant shall not alter the lock or install a new lock on any door of the demised Premises without the written consent of the Landlord. In case such consent is give, the Tenant shall provide the Landlord with an additional key for the use of the Landlord pursuant to the Landlord's right of access to the Premises. If with Landlord's consent Tenant installs locks incompatible with the Building's master locking system: (a) Landlord, without abatement of Rent, shall be relieved of any obligation under the Lease to provide any service to the affected areas which require access thereto. (b) Tenant shall indemnify Landlord against any expense as a result of forced entry thereto which may be required in an emergency. (c) Tenant shall at the end of the Lease Term remove such lock(s), re-key to the building master or as required as the case may be, at Tenant's expense.

ARTICLE 15: SURRENDER OF LEASED PREMISES

15.1 Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by Landlord or Tenant during the continuance thereof, ordinary wear and tear excepted.

15.2 Tenant shall at Tenant's expense remove all property of Tenant, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed at the expiration or termination of the Lease term shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord as Landlord shall desire without any liability to Tenant and Tenant hereby expressly waives and releases all claims against Landlord therefore. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease and Tenant hereby agrees to indemnify and save Landlord harmless therefore.

15.3 **Abandoned Property.** If the Tenant shall vacate or abandon the Premises and leave any personal property either in the Premises or anywhere about the building, or its grounds then such property shall be deemed abandoned by the Tenant. Such abandonment shall work as an "intent to abandon" said property by Tenant, and Tenant agrees that no bailment situation shall exist between Landlord and Tenant in respect to such property. Landlord shall have the right and privilege to convert said abandoned property to his own use, without having to pay, offset or reimburse Tenant for the same. Tenant hereby waives any and all claims against Landlord that might arise out of said actions.

ARTICLE 16: UTILITIES

16.1 Tenant agrees immediately upon obtaining access to the Premises to contract for, in Tenant's own name, and to pay and be responsible for all utility services rendered or furnished to the Premises, including heat, gas, and electricity. Landlord shall not be liable or responsible for any interruption, quality, quantity, or failure of any utility service to the Premises nor for damages in the event of any interruption in the supply of any utility services to the Premises. No such failure or interruption shall entitle Tenant to terminate this Lease. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment

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installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications and to be approved in writing by Landlord.

16.2 If the nonpayment of utility charges payable by Tenant, could give rise to a lien against the real estate or Landlord being liable for any payment therefore, then Landlord may pay such charges direct to the utility companies for Tenant's account and all such payments shall constitute sums due from Tenant to Landlord, payable forthwith as Additional Rent and shall give Landlord the same rights and privileges as herein elsewhere provided for defaults by Tenant under this Lease.

16.3 Landlord may cut off and discontinue gas, water, electricity and any or all other utilities whenever such discontinuance is necessary in order to make repairs or alterations. In the event the discontinuation of utilities is for optional maintenance, repair or alterations, Landlord shall try to coordinate the timing of said discontinuance with Tenant so as to cause a minimal disruption to Tenant's business. No such action by Landlord shall be construed as an eviction or disturbance of possession or as an election by Landlord to terminate this Lease nor shall Landlord be in any way responsible or liable for such action and Tenant hereby expressly waives and releases all claims against Landlord therefore. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease and Tenant hereby agrees to indemnify and save Landlord harmless therefore.

ARTICLE 17: ASSIGNMENT AND SUBLETTING

17.1 Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, except Tenant shall be permitted to assign the Lease, or sublease all or any portion of the Premises to an affiliate, without Landlord's consent. In the event of any such assignment or transfer, Tenant shall remain fully liable to perform all of the obligations under this Lease. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting, without such written consent shall give Landlord the right to terminate this Lease and to re-enter and repossess the demised Premises but Landlord's right to damages shall survive. If Tenant should assign or sublet without Landlord's prior consent, Landlord at its option may terminate this Lease after discovery that Tenant has assigned or sublet, in which event this Lease shall terminate and end upon thirty (30) days written notice of Landlord's election to so terminate. Any such assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from Liability for payment of Rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Premises.

17.2 An assignment for the benefit of creditors or by operation of law, shall not be effective to transfer any rights to assignee without the written consent of Landlord first having been obtained and Landlord may terminate this Lease at any time in this event.

17.3 Tenant shall at all time notify Landlord of any affiliate Tenant has sublet or assigned to the Premises or part thereof.

ARTICLE 18: RULES AND REGULATIONS

Tenant shall obey and observe (and, as applicable, compel its officers, employees, contractors, licensees, invitees, subtenants, concessionaires and all others doing business with it to obey and observe) all reasonable rules and regulations established by Landlord from time to time with respect to the facilities, improvements, conduct of Tenant and/or welfare of the Commercial Development so long as said rules are reasonable when applied to Tenant.

RULES & REGULATIONS

The Landlord reserves the right to make such other further and reasonable rules and regulations as in its judgment may from time to time be necessary or desirable for the safety, care, appearance and cleanliness of the Premises, the commercial development and for the preservation of good order and prestige therein.

- A. No bicycle or other vehicle, shall be allowed in offices, hall corridors or elsewhere in the building.
- B. Window coverings must be approved by the Landlord prior to installation.
- C. Move-in and move-out shall be scheduled with the Landlord and expedited in the manner and procedure as prescribed by Landlord. Only insured moving companies may be used.
- D. After permission to install telephones, call boxes, telegraph wires or other electric wires has been granted, Landlord will direct where and how the same are to be placed. No wires shall be run in any part of the building excepting by or under the direction of Landlord. Attaching of wires to the outside of the building is absolutely prohibited. It is understood that telephones are installed solely for the use and benefit of Tenant and accordingly,

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Tenant will defend and save Landlord harmless from any damages thereto, except where damage occurs as a result of intentional acts or negligence on the part of Landlord or its agents.

E. Tenant understands and agrees that the vehicle of any Tenant, its employees, agents or guests, parked in an unauthorized area, and particularly in areas designated as fire lane areas, or parked in such a manner that more than one space is utilized, may be towed away at owner's risk and expense.

F. All glass, locks and trimmings, in or about the doors and windows of the Premises and all electric fixtures on the Premises which belong to the building shall be kept whole, and whenever broken by Tenant or Tenant's employees, agents, guests, invitees or licensees, Tenant shall immediately notify Landlord of such breakage. All such breakage shall be repaired by Landlord at Tenant's expense or may be repaired by Tenant at Tenant's own expense at the option of the Landlord.

G. Tenant shall have twenty-four (24) hours a day access, seven (7) days a week.

H. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Building as a professional office building, or which will impair the comfort and convenience of other tenants in the Building or of the commercial development.

I. Tenant will participate in building Recycling program when/if it is active.

J. Overnight parking permitted only in designated areas and with written permission of Landlord.

ARTICLE 19: EMINENT DOMAIN

EMINENT DOMAIN. If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken on the date possession of that part shall be required for public use. Any Rent paid in advance of such date shall be refunded to Tenant, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the Premises to render and restore the same to a complete architectural unit and Tenant shall continue in possession of the portion of the demised Premises not taken under the power of eminent domain, under the same terms and conditions as are here provided, except that the Rent reserved herein shall be reduced in direct proportion to the amount of the Premises (building structure only) so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of trade fixtures, loss of business, or moving expenses.

ARTICLE 20: DEFAULT

20.1 In the event of any failure of Tenant to pay any rents or other charges or sums promptly when due for more than seven (7) days after written notice of such default shall have been given to Tenant, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such other default shall have been given to Tenant, or if Tenant shall discontinue operating its business, leave or abandon the Premises, or suffer this Lease to be taken under any writ of execution or in bankruptcy or receivership then Landlord, besides all other rights or remedies it may have by law and in equity, shall have the right: (a) to declare all rent and other payments for the entire unexpired term of this Lease at once due and payable and if not paid forthwith upon Landlord's demand then to resort to legal process for collection of all accelerated payments due under this Lease; or (b) to terminate this Lease and resort to legal process for collection of damages and/or eviction; and/or (c) re-enter and attempt to relet without terminating this Lease and remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

20.2 If Landlord, without terminating this Lease: (a) elects to re-enter and attempts to relet, as hereinbefore provided, or (b) takes possession pursuant to legal proceedings, and/or (c) takes possession pursuant to any notice provided by law, then it may, from time to time, make such alterations and repairs as may be necessary in order to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such Rental or Rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable.

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Upon each reletting all Rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney fees; third, to the payment of Rent due and unpaid hereunder; and then the residue, if any, shall be held by Landlord and applied to payment of future Rent as the same may become due and payable hereunder. If such Rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

20.3 Bankruptcy Default: If Tenant or any Surety of this Lease shall become bankrupt, or file any debtor proceedings or take or have taken against Tenant or any Surety of this Lease in any court pursuant to any Statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such Surety's property, or if Tenant or any such surety makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then and in that event, this Lease shall at the option of the Landlord be canceled and terminated and any party claiming on behalf of the Tenant or such Surety shall not have any rights whatsoever under this Lease.

20.4 Reimbursement of Recovery Costs: In addition to any other remedies Landlord may have at law or equity and/or under this Lease, Tenant shall pay upon demand all Landlord's cost, charges and expenses, including fees of counsel, agents and other retained by Landlord, incurred in connection with the recovery of sums due under this Lease, or because of the breach of any covenant under this Lease or for any other relief against Tenant. In the event a party shall bring to action against the other party for relief hereunder, the prevailing party shall be entitled to reasonable attorney fees and all court costs.

20.5 Right To Past Due Sums: No payment of money by the Tenant to the Landlord after the termination of this Lease; in any manner, or after the giving of any notice by the Landlord to the Tenant, shall reinstate, continue or extend the terms of this Lease or affect any notice given to the Tenant prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Landlord possession of said Premises, the Landlord may receive and collect any sums Rent due or any other sums of money due under the terms of this Lease, and the payment of such sums of money, whether as Rent of otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment theretofore obtained.

20.6 Among all the other remedies recited in this Article and Lease, those remedies are in addition to and without limitation of the Landlord's right to pursue any other "legal or equitable remedies otherwise available".

ARTICLE 21: E/TOPPEL CERTIFICATE

Within five (5) days after request by Landlord, Tenant shall deliver to Landlord a written statement certifying that Landlord has completed construction of the Premises, if any, that Tenant has accepted possession of the Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic Rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by Landlord, and prospective purchaser or mortgagee of the Premises or the commercial development.

ARTICLE 22: NOTICE

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 Tenant is in writing addressed to Tenant at his last known post office address or at the Premises, and deposited in the US mail, first class mail, certified or registered mail or by overnight carrier, with postage or service prepaid, and if such notice to Landlord is in writing addressed to the last known post office address of Landlord and deposited in the US mail, first class, certified or registered mail, or by overnight carrier, with postage or service prepaid. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

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ARTICLE 23: REIMBURSEMENT

All terms, covenants and conditions herein contained to be performed by Tenant shall be performed at its sole expense and if, Landlord shall pay any sum of money to or do any act which requires the payment of money by reason of the failure, neglect or refusal of Tenant to perform such terms, covenant or condition, the sum of money so paid by Landlord shall be payable by Tenant to Landlord with the next succeeding installment of Rent together with interest at the rate of eighteen (18%) percent per annum or such interest rate as shall be permitted by law if less. If Landlord shall perform any work that is on obligation of Tenant than Tenant shall pay to Landlord the cost of the work and, as provided for above, interest upon failure of prompt payment.

ARTICLE 24: HOLDING OVER

Upon the expiration or termination of the leasehold period as outlined herein, Tenant shall deliver up and surrender quiet and peaceable possession of said Premises to Landlord. It is further agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily occupancy charge equal to seven (7) percent of the monthly Rental in effect, plus double all other charges payable by Tenant under this Lease, for each day and on each day from the expiration of termination of this Lease until the date the demised Premises are delivered to Landlord in the condition required herein, and Landlord's right to damages for such occupancy shall survive.

ARTICLE 25: QUIET ENJOYMENT

25.1 Landlord warrants that Tenant, upon paying the Rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the Premises throughout the term hereof, without molestation or hindrance by any person holding under or through Landlord except as to such portion of the Premises as shall be taken under power of eminent domain or shall have suffered casualty for repairs or restoration of which Landlord is responsible, in which event the time required for repairs or restoration is also excepted.

25.2 **Alteration of Facilities.** Anything herein to the contrary notwithstanding, Landlord expressly reserves the right to make changes, additions, deletions, alterations, or improvements in and to the Commercial Development and/or its facilities. In such event, Landlord shall not be subject to any liability therefore nor shall any such happenings constitute a default to Landlord's covenant of quiet enjoyment for which Tenant would be entitled to any compensation. Rent reduction, Lease amendment or termination or any other redress or remedy.

ARTICLE 26: MAINTENANCE AND REPAIRS

26. Landlord shall keep and maintain, in keeping with the usual standard for office buildings, the common areas of the building, if any, (including painting), all snow removal and landscaping surrounding the Building, foundation, exterior walls, and roof of the building in which the Premises are located and the structural portions of the Premises which were originally installed by Landlord, exclusive of doors, door frames, door checks, windows, and window frames, which are of the Premises, in good repair except that Landlord shall not be called upon to make any such repairs occasioned by the act or negligence of Tenant, its agents, employees, invitees, licensees, or contractors, except to the extent that Landlord is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance of loss. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall have a reasonable time to undertake and complete such repairs. Weather is considered a reasonable factor which may delay a repair that requires different weather conditions. Landlord is responsible for repairs and replacement of the building's equipment, including filter replacements in the HVAC units, light ballasts.

Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting said Premises. Tenant's janitorial requirements include changing light bulbs, including proper bulbs, paper products for the washrooms and standard janitorial supplies. Items brought in and/or installed by Tenant are Tenant's sole responsibility for maintenance, repair and replacement. If Tenant refuses or neglects to comply promptly and adequately, Landlord may, but shall not be required to do so, make and complete said items, and Tenant shall pay the cost thereof to Landlord upon demand. At the time of the expiration of the tenancy created herein, Tenant shall surrender the Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted. Any damage or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations whose maintenance and repair shall be the responsibility of Tenant

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shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages, and liability in connection therewith, including but not limited to attorneys' and other professional fees and any other costs which Landlord might reasonably incur.

If Tenant shall fail, refuse, or neglect to make repairs in accordance with the terms and provisions of this Lease, the same shall constitute a material breach of this Lease, and Landlord shall have the right, at its option and without prejudice to any remedies it may have hereunder or otherwise, upon fifteen (15) days' written notice to Tenant, to enter the Premises and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or property or to Tenant's business by reason thereof, except loss or damage arising out of the negligent acts of Landlord, and upon completion there, Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill therefore, as Additional Rent.

Tenant shall keep the Premises and all other parts of the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefore by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within then (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten (10) day period shall carry with it the same consequences as failure to pay any installment of Rental.

26.2 The first installation of electric light lamps in the Premises will be made by the Landlord in the manner and of the style and voltage customary in the Building and Exhibit A. Thereafter the Tenant shall replace and maintain such installation of electric light lamps and shall be liable for any damage from overloading of any of the lighting circuits in the Premises.

26.3 Landlord shall provide maintenance and repair to HVAC systems throughout the building and the Premises provided Tenant does not make unreasonable demands on the systems.

26.4 Tenant has reasonable right to set-off rent if management is not responsive to its needs as defined in the Lease provided written notice is given with a reasonable time for Landlord to cure.

ARTICLE 27: NON-WAIVER

27.1 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 shall not be deemed to waive or render unnecessary Landlord's consent or approval of any subsequent similar act by Tenant or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

27.2 **Oral Waivers Ineffective.** Any waiver by Landlord to Tenant must be in writing and specify said covenant to be waived and the duration of said waiver.

ARTICLE 28: SIGN

Tenant desires signage as can reasonably be secured on Hagadorn Road. Landlord shall provide Tenant with one space on the development directory ~~located at the corner of Hagadorn and Hannah Blvd.~~ Landlord shall make request from the appropriate governmental bodies for the right to construct a similar directory at the corner of Hagadorn Road and Eyde Parkway. If such approval is granted, Landlord will provide Tenant with a space on the Eyde Parkway offices development directory and Tenant will remove its sign from the Hagadorn/Hannah Parkway directory. Tenant shall submit scale drawing for the Hagadorn/Eyde Parkway sign for Landlord's reasonable approval.

Any other sign placed on the Premises or in or about the building and grounds must have the written approval of the Landlord. Approval, when given, will be in writing and only after Tenant submits scale drawings to Landlord.

Tenant shall have the right to place its logo/name on the exterior of the building using the allotted space that is equal to its prorata share of the of the building, and subject to Tenant obtaining all necessary governmental approvals. If the building has an existing or future monument sign, Tenant shall be allowed to place its name/logo on such sign subject to Tenant's prorata share.

ARTICLE 29: CHANGES TO DEVELOPMENT & CONTINUING CONSTRUCTION

29.1 Landlord hereby reserves the absolute right at any time and from time to time (a) make changes or revision in the Site including but not limited to additions to, subtractions from, or rearrangements of the building areas and/or Common Areas, interior and exterior; (b) construct additional or other building or improvements in or on the commercial development and to make alterations thereof or additions thereto and to build additional stores on

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any such building or buildings and to build adjoining same. In the event Landlord shall elect to construct any additional buildings, all easement rights granted herein to Tenant shall automatically terminate as to the land upon which such additional buildings are constructed.

29.2 Tenant acknowledges that the Premises are a part of an overall development, portions of which may still be under construction. In consideration of Landlord granting Tenant permission to occupy said Premises at this time, Tenant agrees not to hold Landlord responsible for any inconvenience caused by the continuing construction. Tenant further agrees that such inconvenience caused by the continuing construction will not in any way, be cause for Tenant to violate the terms of this agreement nor to be granted reduction of Rent.

ARTICLE 30: RE-RENTING

30.1 The Tenant hereby agrees that for a period commencing one (1) calendar month per Lease year prior to the termination of this Lease, the Landlord may show the Premises to prospective Tenants and may display in and about said Premises signs advertising the Premises for lease or re-lease.

ARTICLE 31: NOTICE FORCE MAJEURE

Landlord shall be excused for the period of any delay in the performance of any obligations hereunder or non-performance of any such obligations or of this Lease, when prevented from so doing by cause beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, governmental regulations or controls, administrative hearings or judicial litigation including any adverse findings, orders, verdicts or judgments therein, fire or other casualty, inability to obtain any material, services or through acts of God or through any other causes beyond Landlord's control whatsoever. This shall also apply to any construction that Landlord has agreed to do for Tenant's benefit.

ARTICLE 32: DEFINITION OF TERMS

32.1 "Lease year" shall mean each successive twelve (12) month period beginning with the first day of this Lease, and each yearly anniversary thereof, provided the beginning date of this Lease is on the first day of the month. If the term of this Lease begins on any day other than the first day of the month, then the Lease year shall begin on the first day of the month following the end of the month during which the term of this Lease begins.

32.2 "Rentable square feet" shall be measured from center wall where walls are common walls (adjacent to another Tenant), from the glass line on exterior wall where said wall has glass or from the interior of the outside wall where wall has no glass and from the hallway side of the common area hallway (no deductions shall be taken for indented doorways) and multiplied by the building loss factor (rentable/usable). The Premises, if newly constructed, may be field measured within thirty (30) days of completion of construction and square footage figures for usable and rentable and the monthly Rent shall be adjusted accordingly to reflect the corrected size of the Premises.

ARTICLE 33: SATELLITE/ANTENNA

During the term of the Lease and any extensions or renewals thereof, Tenant shall have the right, without charge, to install and use microwave satellite dish(es) and/or antenna(e) no greater than 64 square feet in size (collectively a "Dish") and replacements thereof, in a mutually agreeable location on the roof of the Building. Prior to its installation, Tenant shall submit to Landlord for Landlord's approval, plans and specifications for the Dish, which approval shall not be unreasonably withheld or unduly delayed. Tenant shall be solely responsible for the cost of installation, operation and maintenance of the Dish. Tenant will install and operate the Dish in accordance with all federal, state and local regulations. If Tenant decides to install a Dish, Landlord shall enable Tenant to install wires, conduits and appurtenant facilities in the common areas of the Building. Landlord shall not be entitled to any rent or other compensation for allowing Tenant to make such installations. In addition, Tenant shall be responsible for obtaining any permits and licenses required to install and operate the Dish and Landlord agrees to cooperate with Tenant to accomplish same. Tenant shall have access to the roof to make such repairs, maintenance and alterations to the Dish as may be necessary and roof maintenance and repair as necessary which may result from the installation and maintenance of its Dish. In addition, Tenant's Dish shall not interfere with others use of roof and other existing dishes. Tenant further acknowledges that roof maintenance or repair shall be its responsibility for any necessary repairs to the roof due to accessing the dish(es), the installation or the removal of the dish(es) and its equipment and such obligation shall survive this Lease.

ARTICLE 34: LIMITED LIABILITY

Anything herein to the contrary notwithstanding, the covenants contained in this Lease to be performed by Landlord, or its agents or representatives, or Landlord's respective successors, assigns, personal representatives,

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heirs or legatees, shall be deemed the contractual obligations of Landlord only and no deficiency judgment or other action for personal liability shall be brought or maintained against Landlord or any of the aforementioned parties, it being expressly understood and agreed that execution or any other legal enforcement for collection on any verdict or judgment against Landlord and/or the aforesaid parties shall be expressly limited and exculpated to the real estate constituting the Premises and Landlord's improvements thereon so that Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies in the event of any Landlord's alleged default hereunder. The parties mutually agree that this Article is and shall be considered an integral part of this Lease, and shall not be waived or modified in any manner except as provided by the terms of this Lease. Nothing contained herein shall be construed as waiving, modifying or limiting any defenses, counterclaims or assertions contesting any alleged liability hereunder, as Landlord may be entitled to assert, in law or in equity.

ARTICLE 35: SALE OF PREMISES

In the event of sale of the building which the Premises are a part, the Landlord shall have the right to transfer the security deposited by Tenant to the purchaser for the benefit of the Tenant. In the event of such transfer of security and/or of ownership, the Landlord shall be considered released by the Tenant from all liability for the return of such security or of any obligations of this Lease agreement. Landlord has the absolute right to assign, transfer, sell, pledge as collateral the Lease and/or real property.

ARTICLE 36: RIGHT TO MORTGAGE

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) or ground or underlying lease(s) now or hereafter placed upon Landlord's interest in the Premises or on the land and building of which the Premises are a part, or upon any buildings hereafter placed upon the land parcel of which the Premises are a part and Tenant agrees upon request to execute and agreement subordinating this Lease and/or attornment agreement to such mortgagees and Landlords and appoints Landlord its attorney-in-fact to execute and deliver any such instruments for and in the name of Tenant, such appointment being irrevocable.

ARTICLE 37: NOTICE OF INTENTION TO SURRENDER

Any other provision of the Lease to the contrary notwithstanding, at least one (1) calendar month per lease year before the expiration of the term of this Lease, the Tenant shall give the Landlord written notice of intention to surrender said Premises at the expiration of said term, and if such notice be not given, the Tenant shall be liable for an additional monthly installment of Rent and shall be considered as Rent in arrears under the terms of this Lease.

ARTICLE 38: RIGHT OF FIRST REFUSAL

Tenant shall be granted the Right of First Refusal on the pad site (hereinafter, "Option Site") adjacent to the west of the building the Premises are in (See "Exhibit C") under the following terms and conditions:

1. Tenant has **not** exercised its Right to Cancel Lease on First Floor;
2. Tenant has not exercised any termination options as set forth in Article 3.5 Early Termination;
3. Tenant waives all its rights set forth in Article 2.2, Right to Cancel Lease on First Floor;
4. Tenant waives all its rights set forth in Article 3.5, Early Termination;
5. Tenant is not in default of the Lease;
6. In the event Landlord receives an acceptable offer from a bonafide buyer, Tenant shall enter into a binding contract with Landlord for said Option Site within two (2) weeks from the date Tenant received written notice from Landlord for terms not less than Landlord receives from the bonafide buyer;
7. In the event Landlord receives an acceptable offer to Lease from a bonafide third party, Tenant shall enter into a binding contract with Landlord for the Option Site, (or the building or space in the event Landlord has constructed the building) within two (2) weeks from the date Tenant received written notice of such offer for terms not less than Landlord received from the third party.
8. Should Tenant not exercise its Right of First Refusal within the aforementioned two weeks' time, Landlord may lease said Option Site to said third party, or should said third party not lease or buy said Option Site, Tenant shall retain its Right of First Refusal.
9. Should the Term of this Lease expire in less than five years from the date Tenant elects to exercise its Right of First Refusal, the Term of the Lease shall be extended to a Term of five (5) years from the Commencement & Possession Date for the Option Site.

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ARTICLE 39: WAIVER OF SUBROGATION

Each party does hereby remise, release, and discharge the other party, and any officer, agent, employee or representative of such party, of and from any liability whatsoever, hereinafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

ARTICLE 40: HAZARDOUS MATERIAL/WASTE

Landlord warrants to Tenant that to its knowledge, there are no hazardous substances located in, on or under the Building, the Property or the Premises, and there has been no violation thereon of any law governing hazardous substances.

Tenant shall keep or cause the Premises to be kept free of hazardous materials except to the extent that such hazardous materials are 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 or permit the 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 or permit, as a result of any intentional or unintentional act or omission on the part of Tenant or any tenant, agent, employee, invitee or guest, a release of hazardous materials on or into the Premises or onto any other contiguous Premises or any other area of the parcel of land or building the Premises are a part of.

If Hazardous Materials are used, stored, generated or disposed of on or in the Premises or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease Term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Materials of the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

In the event this Lease is terminated for any reason, Tenant Shall deliver the Premises to Landlord free of any and all hazardous materials so that the condition of the Premises shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Lease, "Hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and in the regulations adopted and publications promulgated pursuant to those Acts, or any other federal, state or local governmental law, ordinance, rule, or regulation.

ARTICLE 41: MISCELLANEOUS

41.1 Lease Validity: The submission of this Lease for examination and/or execution by Tenant does not constitute a reservation of or option for the Premises described herein for the benefit of Tenant and this Lease shall have no force or validity as a Lease unless and until duly executed by Landlord.

41.2 Law: This Lease shall be construed, governed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease shall be invalid or unenforceable in whole or in part, it shall be enforced to the extent of its validity and the balance shall be deemed stricken from the Lease, but shall not invalidate the Lease and the remaining provisions of this Lease shall in no way be affected or impaired and such remaining provisions shall continue in full force and effect.

41.3 Waiver of Jury Trial: Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord against the Tenant on any matter whatsoever arising out of or in any way connected with this Lease the relationship of Landlord to Tenant, the use or occupancy of the demised Premises by Tenant or any person

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claiming through or under Tenant, any claim of injury or damage, and any emergency or other statutory remedy; provided, however, the foregoing waiver shall not apply to any action for personal injury or property damage.

41.4 Remedies/Non-Exclusive: It is agreed that each and every of the rights, remedies and benefits provided by this agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

41.5 Successors: Except as otherwise provided in this Lease, the respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Tenant unless Landlord's written consent for the transfer to such successor or has first been obtained as provided in this Lease.

41.6 Brokers: Tenant represents and warrants to Landlord that there are no claims for brokerage commissions or finder's fees in connection with this Lease except as Landlord has agreed to in a separate agreement with Tenant and CE Richard Ellis, Inc.

41.7 Recording: Tenant shall not record this Lease without the prior written consent of Landlord. Either party shall, upon request of the other party, execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

41.8 Joint and Several Liability: In the event that this instrument shall be executed on behalf of the Tenant by more than one person, then the liability of the persons so signing shall be joint and several, and a judgment entered against one shall be no bar to an action against the others.

41.9 Captions: Captions, titles of articles or sections, titles of Exhibits and Riders, if any, and the Index of Lease, are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease.

41.10 Lease Guarantee: Intentionally deleted.

41.11 Complete Agreement: This writing, including Riders, Addenda, Exhibits and attachments thereto contains the entire agreement between the parties, and no agent, representative, salesman, partner or officer of Landlord has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or customs shall be permitted to contradict or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties and attached hereto.

The parties hereto have executed this Lease agreement on the day and year first above written in Article 1.1. Individuals signing on behalf of a principal warrant that they have the authority to bind the principal.

Please Print or Type Names Under Signatures

TENANT:
LANSING COMMUNITY COLLEGE

LANDLORD:
LOUIS J. EYDE LIMITED FAMILY PARTNERSHIP

Date

Louis J. Eyde, General Partner Date

GEORGE F. EYDE LIMITED FAMILY PARTNERSHIP

Date

George F. Eyde, General Partner Date

Sale Agent:

Thank you	
IMPORTANT: PLEASE PROVIDE FOLLOWING INFORMATION FOR EMERGENCIES	
TENANT CONTACT NAME	HOME PHONE NUMBER
PLEASE PRINT OR TYPE NAME BELOW AS IT IS TO APPEAR ON THE BUILDING STANDARD SIGN:	

SIGNATURE LEASE

EXHIBIT A - PLANS & SPECIFICATIONS - PAGE 1 OF 2

Notes

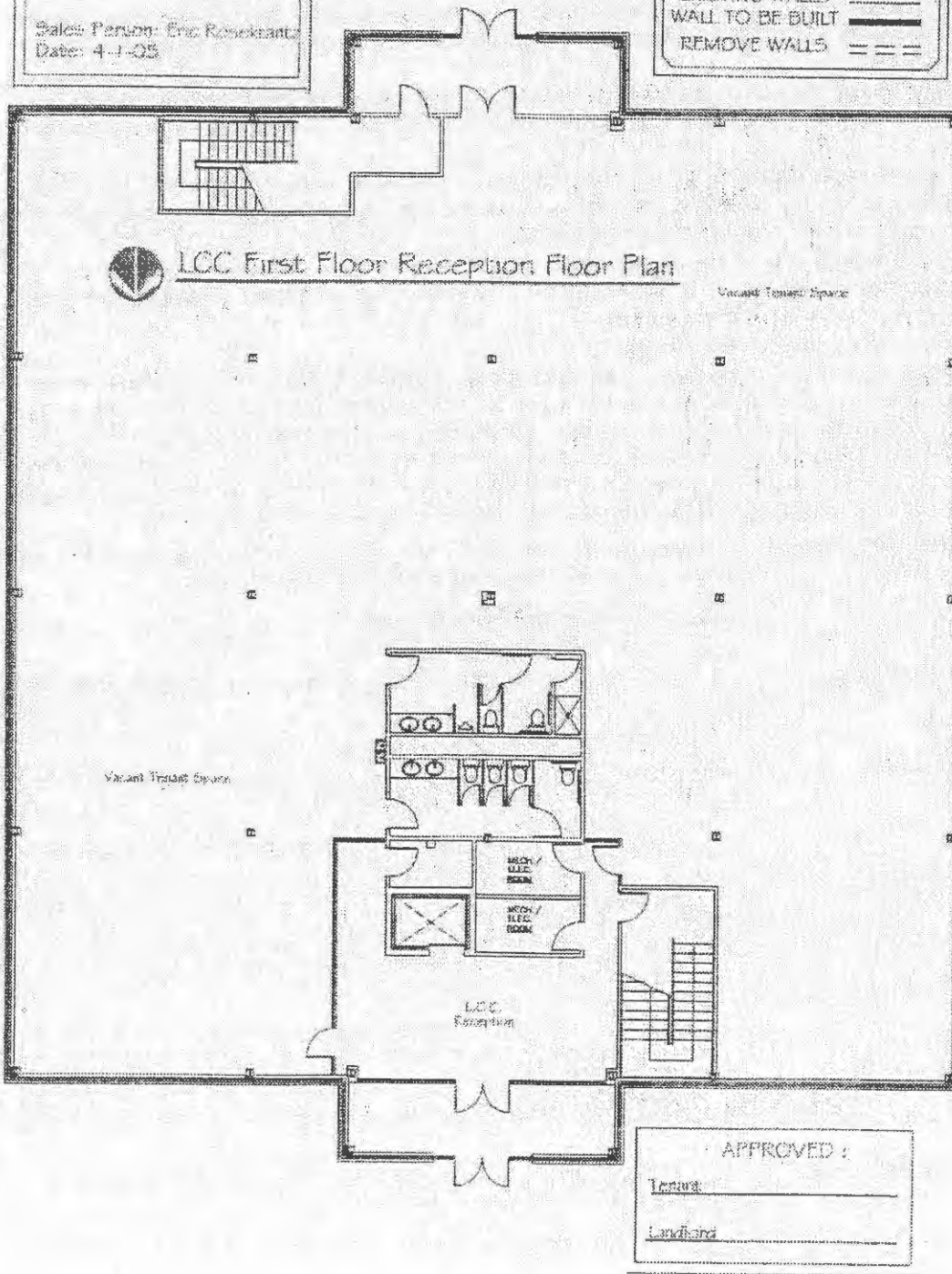
USEABLE AREA : 5,500.91'
RENTABLE AREA : 10,500.51'
Sales Person: Eric Rosenkrantz
Date: 4-1-05

Construction Key

EXISTING WALLS ———
WALL TO BE BUILT ———
REMOVE WALLS - - - -



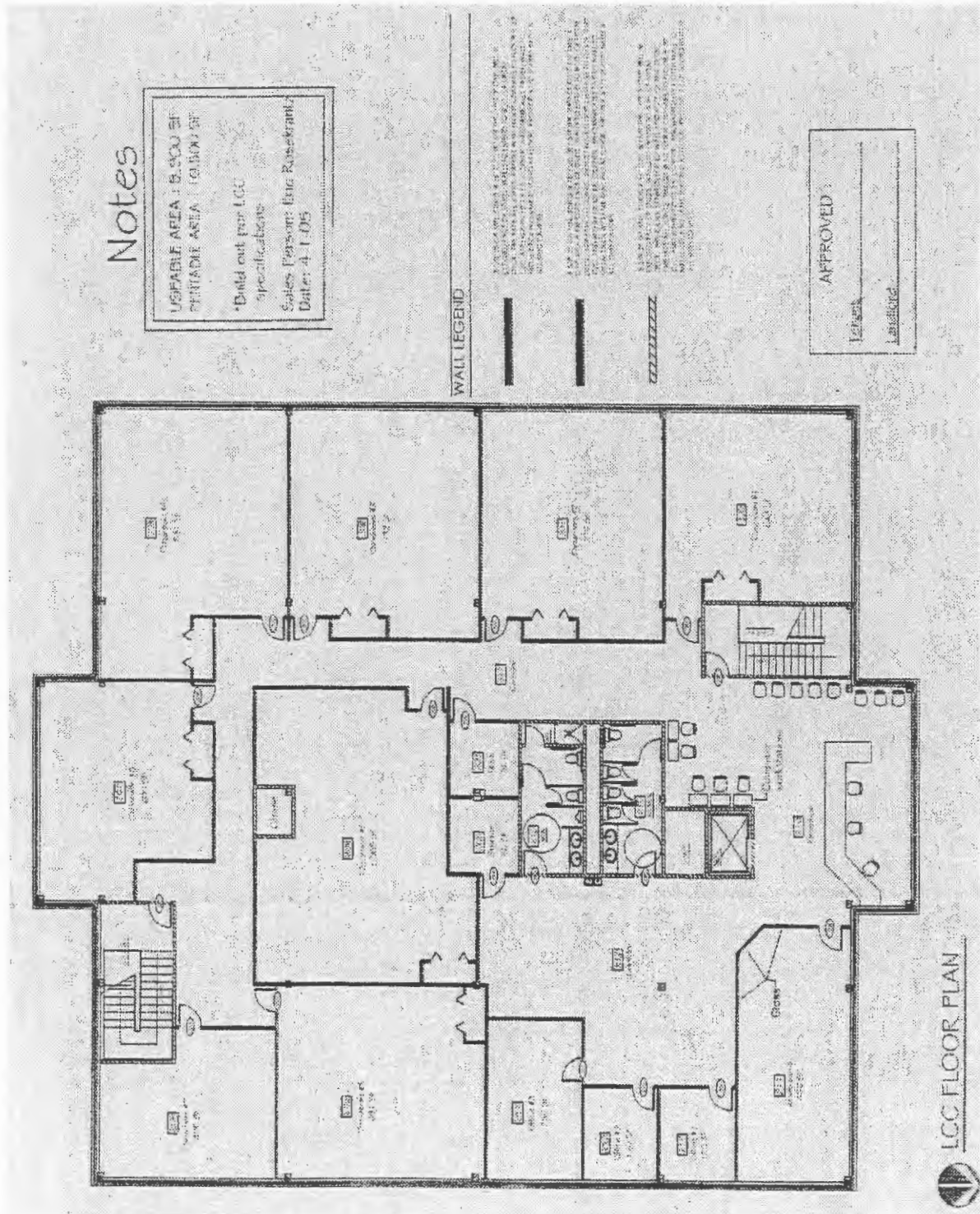
LCC First Floor Reception Floor Plan



APPROVED :
Tenant: _____
Landlord: _____

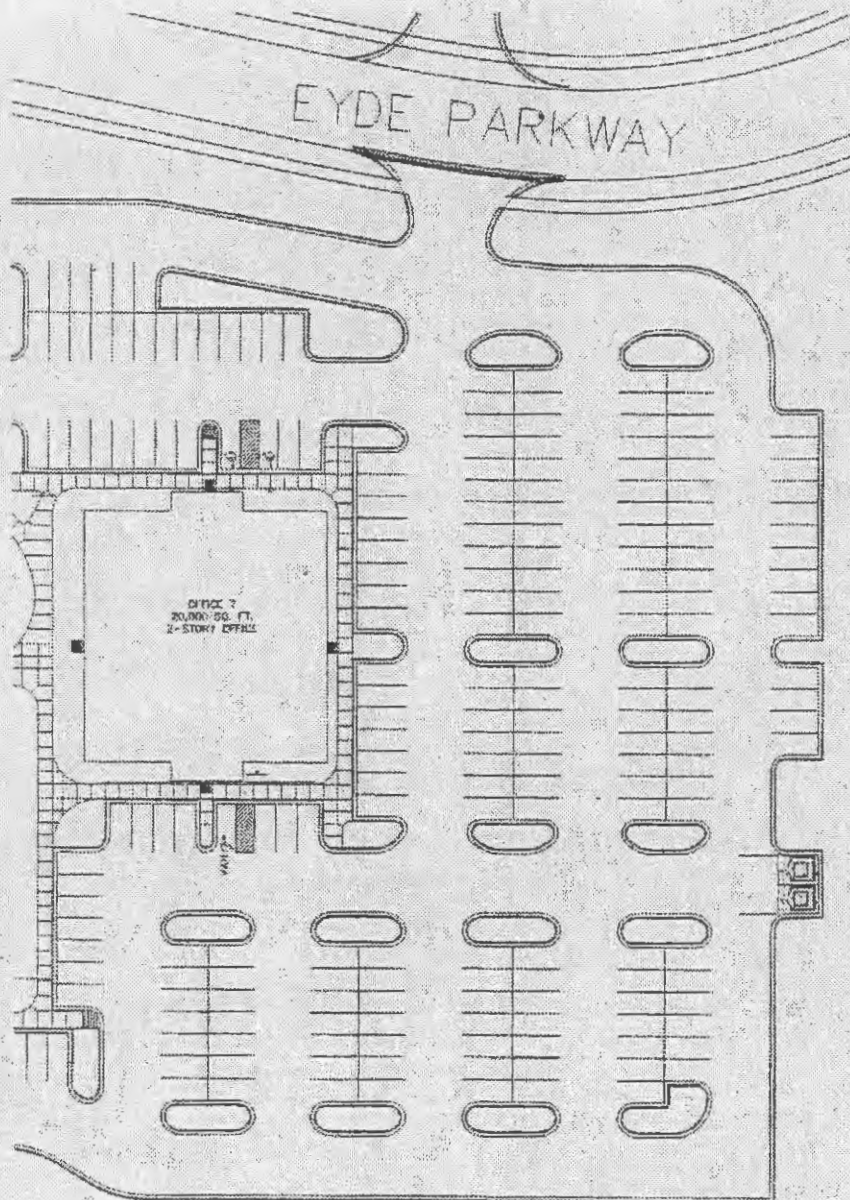
SIGNATURE LEASE

EXHIBIT A -SECOND FLOOR - PAGE 2



SIGNATURE LEASE

EXHIBIT B



Notes



LCC SITE PLAN:

SCALE: 1"=100'

Lansing Community College

EYDE PARKWAY
2827 EYDE PARKWAY
EAST LANSING, MI 48823

Sales Person: Eric Roodmanitz
Date: 4-1-05

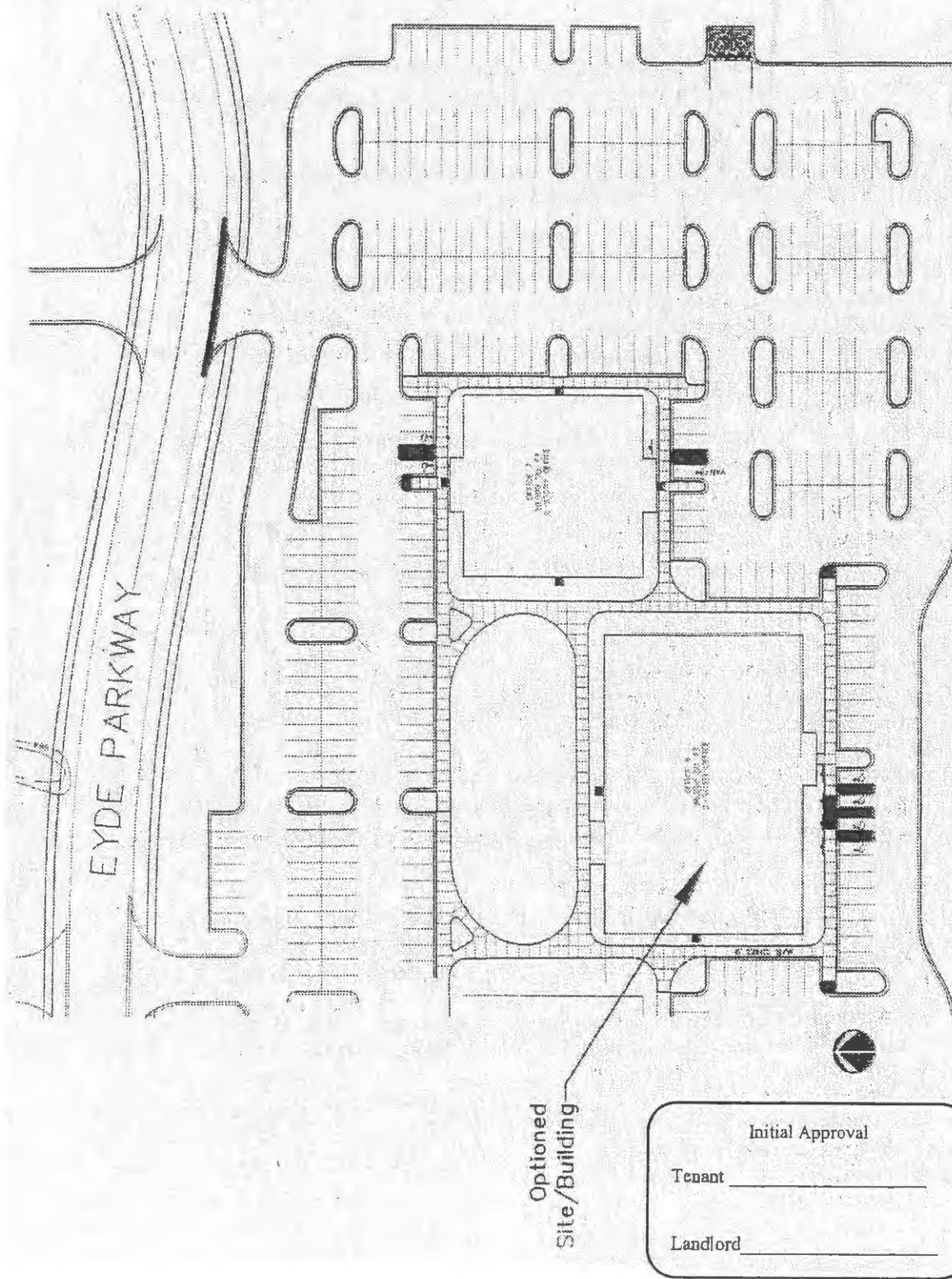
APPROVED:

Tenant:

Landlord:

SIGNATURE LEASE

EXHIBIT C - SITE OF PAD - OPTION SITE



SIGNATURE LEASE

Initial Approval	
Tenant	_____
Landlord	_____

EXHIBIT D – CONSTRUCTION STANDARDS FOR OFFSITE CLASSROOMS

LANSING COMMUNITY COLLEGE CONSTRUCTION STANDARDS FOR OFFSITE CLASSROOMS

The following are the standard materials and/or construction standards the College currently uses in all of our facilities, leased and owned.

- All design, construction, and permits/inspections shall conform to current codes and standards for school facilities and as required by State of Michigan Office of Fire Safety and Local agencies having jurisdiction.
- Impacted resistant drywall in corridors.
- Drywall and Insulate all partitions to deck.
- Smoke tight and fire rated construction as required by OFS and local agencies having jurisdiction.
- Locksets to be Schlage or Corbin Russin full mortise, cylinders to accommodate Best seven tumbler cores and ADA compliant. Keying to match LCC grand master key system.
- Door closers to be LCN 4000 series.
- Exit devices to be Von Duprin.
- ADA door openers on main entrance and toilet room doors to be LCN auto equalizer.
- Solid core oak veneer doors stained to match College standards – Min Wax Early American Oak.
- Wall paint to be Sherwin Williams – SW 1022.
- Corridor and toilet room floors are to be hard tiled.
- Toilet room walls to receive ceramic tile.
- Toilet rooms to be ADA compliant.
- Toilet fixtures to be American Standard or Eljer.
- Toilet partitions to be stainless steel or black baked enamel.
- Ceiling system to be 2'x2' with revealed edge Armstrong 2120 non-directional tile.
- All classrooms to have 4'x16' white boards
- All classrooms partitions, ceilings, and floors to be roughed-in to accommodate LCC teaching stations. Coordinate with LCC ISCD and Media Departments.
- Paper towel, toilet paper and soap dispensers to be furnished and installed by LCC.
- Light fixtures to be 2x4, with T8 K4100 lamps and 1" para cube lens.
- Classrooms, library, and office, carpet to be Lees or Collins & Aikmen, 19 oz. minimum, colors and patterns selected by LCC.
- HVAC system to provide (1) ton per 350 square feet. System shall meet current Federal, State, and Local energy and ventilation codes.
- Fire alarm and fire protection systems shall be code compliant with State and Local agencies having jurisdiction.
- Light switching for each area.
- Sufficient electrical duplex outlets in each room/classroom/open area.
- Kitchenette including sink, microwave and refrigerator.
- Sink in copy/collator room.
- Approximately 20'-25' of standard commercial cabinetry in work area.
- Up to three commercial drinking fountains within the premises.

SIGNATURE LEASE

To: Sheila
fax: 9750
From: Evelyn
2 pgs.

AMENDMENT Dated October 3, 2005

AMENDMENT Dated October 3, 2005 ATTACHED TO AND MADE A PART OF THE LEASE dated the April 1, 2005, by and between LOUIS J. EYDE LIMITED FAMILY PARTNERSHIP & GEORGE F. EYDE LIMITED FAMILY PARTNERSHIP, as Landlord whose address is 4660 S. Hagadorn Road, Suite 660, P.O. Box 4218, East Lansing, Michigan 48826-4218 and LANSING COMMUNITY COLLEGE, as Tenant whose address is PO Box 40010, Lansing, Mi 48901, for Premises located at 2827 Eyde Parkway, Suite 200, East Lansing, Michigan 48823:

WHEREAS, Tenant hereby elects to have the first floor built out per Exhibit E, attached hereto and made a part of the Lease.

NOW THEREFORE, Landlord and Tenant hereby agree that the Lease shall be modified and amended as follows:

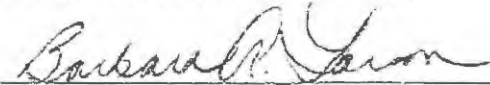
1. **Cancellation of Right to Terminate First Floor:** Tenant waives its right to cancel the lease on the First Floor area;
2. **Alteration of Early Termination Right:** Article 3.5 Early Terminations: is hereby **deleted and in its place the following:**
"Tenant shall have the one time right to terminate this Lease at the end of the fifth (5th) year. Notice to terminate will require ninety (90) days written notice accompanied by a Termination Fee which shall be equal to twelve months Minimum Rent in the amount of Three Hundred Forty-seven Thousand Seven Hundred Eighty-five and 45/100 Dollars (\$347,785.45)."
3. **Build-out of First Floor:** Landlord agrees to deliver the first floor space to the Tenant as set forth in Article 4.1 and as fully set forth in the attached Exhibit E subject to revision as may be required by the building code, Meridian Township, and/or the State of Michigan Fire Marshall;
4. **Minimum Rent:** The Minimum Rent Schedule in Article 5.1(b) is hereby deleted and in its place the following:

Minimum Rent Schedule				
Commencing Month	\$/sf	Based on sf of	Annual Min Rent	Monthly Minimum Rent
Occupancy	\$ 15.00	10,500	\$ 157,500.00	\$ 13,125.00
September 1, 2006	\$ 15.30	21,000	\$ 321,300.00	\$ 26,775.00
September 1, 2007	\$ 15.61	21,000	\$ 327,726.00	\$ 27,310.50
September 1, 2008	\$ 15.92	21,000	\$ 334,280.52	\$ 27,856.71
September 1, 2009	\$ 16.24	21,000	\$ 340,966.13	\$ 28,413.84
September 1, 2010	\$ 16.56	21,000	\$ 347,785.45	\$ 28,982.12
September 1, 2011	\$ 16.89	21,000	\$ 354,741.16	\$ 29,561.76
September 1, 2012	\$ 17.23	21,000	\$ 361,835.99	\$ 30,153.00
September 1, 2013	\$ 17.57	21,000	\$ 369,072.71	\$ 30,756.06
September 1, 2014	\$ 17.93	21,000	\$ 376,454.16	\$ 31,371.18

Except as herein provided, all other provisions of the Lease remain unchanged.

Tenant:

LANSING COMMUNITY COLLEGE

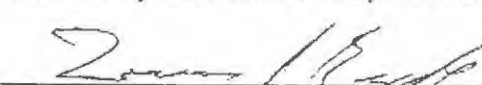


Barbara A. Larson, Vice-President of
Administrative Services

Date: 10-5-2005

Landlord:

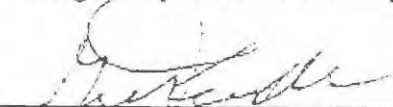
Louis J. Eyde Limited Family Partnership



Louis J. Eyde, General Partner

Date: 11-04-05

George F. Eyde Limited Family Partnership



George F. Eyde, General Partner

Date: 10-12-05

AMENDMENT Dated October 3, 2005

AMENDMENT Dated October 3, 2005 ATTACHED TO AND MADE A PART OF THE LEASE dated the **April 1, 2005**, by and between **LOUIS J. EYDE LIMITED FAMILY PARTNERSHIP & GEORGE F. EYDE LIMITED FAMILY PARTNERSHIP**, as Landlord whose address is 4660 S. Hagadorn Road, Suite 660, P.O. Box 4218, East Lansing, Michigan 48826-4218 and **LANSING COMMUNITY COLLEGE**, as Tenant whose address is PO Box 40010, Lansing, Mi 48901, for Premises located at **2827 Eyde Parkway, Suite 200, East Lansing, Michigan 48823**:

WHEREAS, Tenant hereby elects to have the first floor built out per Exhibit E, attached hereto and made a part of the Lease.

NOW THEREFORE, Landlord and Tenant hereby agree that the Lease shall be modified and amended as follows:

1. **Cancellation of Right to Terminate First Floor:** Tenant waives its right to cancel the lease on the First Floor area;
2. **Alteration of Early Termination Right:** Article 3.5 Early Terminations: is hereby **deleted and in its place the following:**

"Tenant shall have the one time right to terminate this Lease at the end of the fifth (5th) year. Notice to terminate will require ninety (90) days written notice accompanied by a Termination Fee which shall be equal to twelve months Minimum Rent in the amount of Three Hundred Forty-seven Thousand Seven Hundred Eighty-five and 45/100 Dollars (\$347,785.45)."

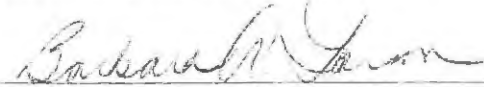
3. **Build-out of First Floor:** Landlord agrees to deliver the first floor space to the Tenant as set forth in Article 4.1 and as fully set forth in the attached Exhibit E subject to revision as may be required by the building code, Meridian Township, and/or the State of Michigan Fire Marshall;
4. **Minimum Rent:** The Minimum Rent Schedule in Article 5.1(b) is hereby deleted and in its place the following:

Minimum Rent Schedule					
Commencing Month	\$/sf	Based on sf of	Annual Min Rent	Monthly Minimum Rent	
Occupancy	\$ 15.00	10,500	\$ 157,500.00	\$	13,125.00
September 1, 2006	\$ 15.30	21,000	\$ 321,300.00	\$	26,775.00
September 1, 2007	\$ 15.61	21,000	\$ 327,726.00	\$	27,310.50
September 1, 2008	\$ 15.92	21,000	\$ 334,280.52	\$	27,856.71
September 1, 2009	\$ 16.24	21,000	\$ 340,966.13	\$	28,413.84
September 1, 2010	\$ 16.56	21,000	\$ 347,785.45	\$	28,982.12
September 1, 2011	\$ 16.89	21,000	\$ 354,741.16	\$	29,561.76
September 1, 2012	\$ 17.23	21,000	\$ 361,835.99	\$	30,153.00
September 1, 2013	\$ 17.57	21,000	\$ 369,072.71	\$	30,756.06
September 1, 2014	\$ 17.93	21,000	\$ 376,454.16	\$	31,371.18

Except as herein provided, all other provisions of the Lease remain unchanged.

Tenant:

LANSING COMMUNITY COLLEGE

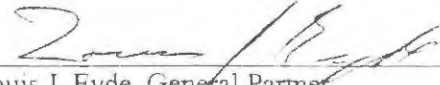


Barbara A. Larson, Vice-President of
Administrative Services

Date: 10-5-2005

Landlord:

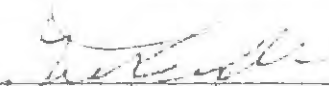
Louis J. Eyde Limited Family Partnership



Louis J. Eyde, General Partner

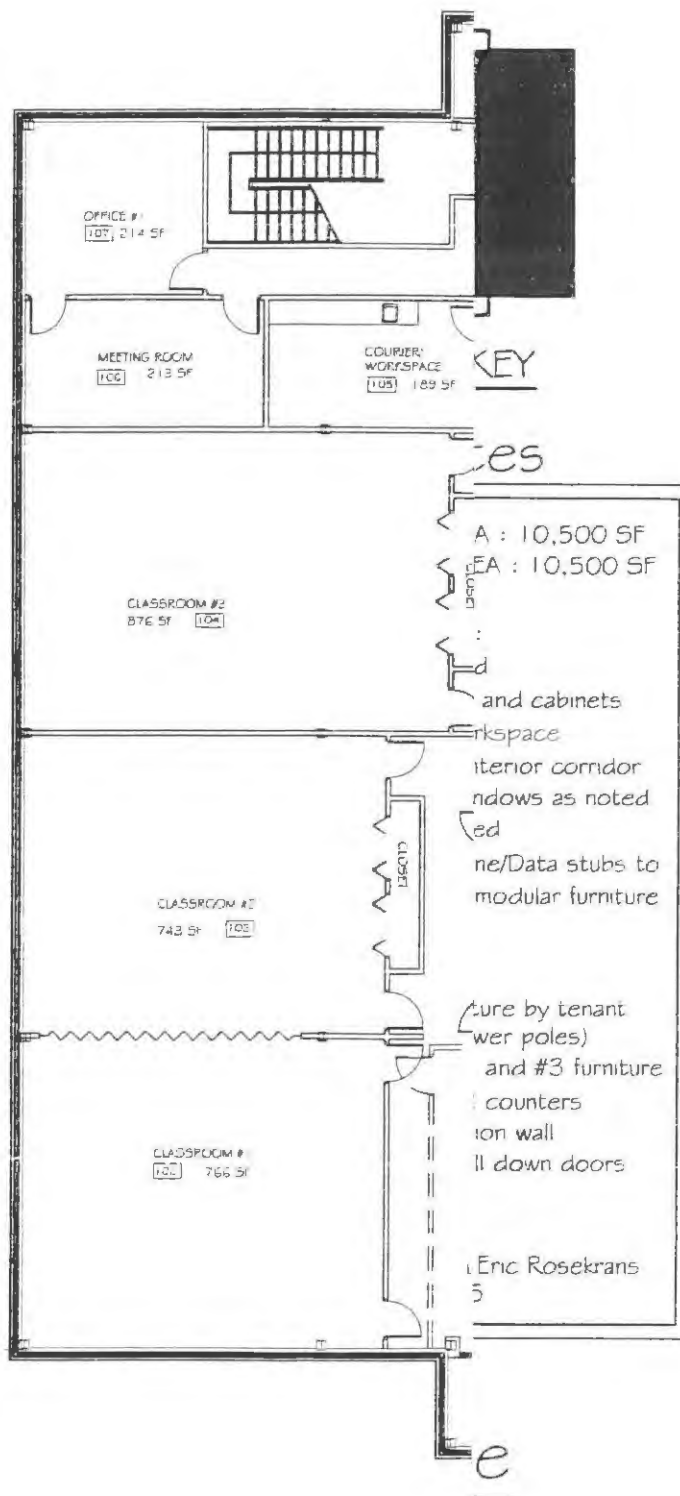
Date: 11 Oct 05

George F. Eyde Limited Family Partnership






George F. Eyde, General Partner

Date: 10-12-05



Construction Key

EXISTING WALLS 
 WALL TO BE BUILT 
 REMOVE WALLS 

Finishes

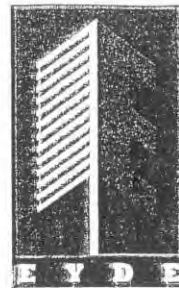
CARPET: To be determined
 Color: _____
 PAINT: To be determined
 Color: _____
 COVE BASE: To be determined
 Color: _____

 SUITE #100 FLOOR PLAN

APPROVED :
 Tenant Barbara Lauer
 Landlord Eric Rosekrans

EYDE COMPANY

Contract # 7384
Copy
Beebe F406 PO # 7844



440 S. Fitzgerald St., Ste.
200, East Lansing, MI 48823
East Lansing, MI 48823
Phone: 517-351-2480
Fax: 517-351-2480

October 13, 2005

Lansing Community College
Attn: Barbara Larson
8130 ECE
P.O. Box 40010
Lansing, MI 48901

Re: Addendum to Lease Dated April 1, 2005

Dear Barbara:

Enclosed please find a fully executed copy of the above referenced Addendum for your suite located at 2827 Eyde Parkway, East Lansing MI 48823.

If you should have any questions, please do not hesitate to contact your sales representative or myself at 517-351-2480. Thank you very much.

Sincerely,

Tracey Farison
Commercial Lease Administrator

Enclosure

cc: Melissa Miller
Lease File

11/1

09

10



Individual Member

View Document

Purchase Order Header

Purchase Order	Change#	Order Date	Trans Date	Delivery Date	Print Date	Total
BP080029		Jul 01, 2007	Jul 17, 2007		Nov 19, 2007	
Origin: BANNER						
Complete:	Y	Approved:	Y	Type:	Regular	
Cancel Reason:				Date:		
Requestor:						
Accounting:	Document Level					
Ship to:	LCC East Campus					
	2827 Eyde Pkwy					
	Suite 200					
	LCC East					
	East Lansing, MI 48823					
Attention:						
Contact:						
Phone Number:						
Vendor:	X00024392	Louis J Eyde Limited Family				
	PO Box 4218					
	East Lansing, MI 48824-4218					
Phone Number:						
Fax Number:						
Currency:						
Document Text	RFP CBR LCC120804 -East Side Center Consolidation					
	agreement signed by Eyde family 4/15/05 and					
	addendum signed 10/15/05.					
	Approved by Board of Trustees on 2/22/05.					
	Contract began August 1, 2005.					
	This purchase order covers contract period:					
	July 1, 2007 - July 31, 2015.					
	Purchase Order #BP080029 must appear on all					
	invoices and be sent to:					
	LANSING COMMUNITY COLLEGE					
	7110 - ACCOUNTING & PAYROLL DEPARTMENT					
	PO Box 40010					

	Lansing, MI 48901-7210
	This purchase order supersedes PO #7384.
	.

Purchase Order Commodities

Item	Commodity	Description	U/M	Qty	Unit Price	Ext Amount	
				Disc	Addl	Tax	Cost
1		Lease-LCC-East-2827 Eyde Parkway -July, August '07	MO	2	26775	53,550.00	
						0.00	53,550.00
2		Lease-LCC-East-2827 Eyde Parkway -Sept '07-Aug '08	MO	12	27310.5	327,726.00	
						0.00	327,726.00
3		Lease-LCC-East-2827 Eyde Parkway -Sept '08-Aug '09	MO	12	27856.71	334,280.52	
						0.00	334,280.52
4		Lease-LCC-East-2827 Eyde Parkway -Sept '09-Aug '10	MO	12	28413.84	340,966.08	
						0.00	340,966.08
5		Lease-LCC-East-2827 Eyde Parkway -Sept '10-Aug '11	MO	12	28982.12	347,785.44	
						0.00	347,785.44
6		Lease-LCC-East-2827 Eyde Parkway -Sept '11-Aug '12	MO	12	29561.76	354,741.12	
						0.00	354,741.12
7		Lease-LCC-East-2827 Eyde Parkway -Sept '12-Aug '13	MO	12	30153	361,836.00	
						0.00	361,836.00
8		Lease-LCC-East-2827 Eyde Parkway -Sept '13-Aug '14	MO	12	30756.06	369,072.72	
						0.00	369,072.72
9		Lease-LCC-East-2827 Eyde Parkway -Sept '14-Aug '15	MO	12	31371.18	376,454.16	
							376,454.16
Total:							2,866,412.04

Purchase Order Accounting

Seq#	COA	FY	Index	Fund	Orgn	Acct	Prog	Actv	Locn	Proj	NSFSusp	NSFOvr	Susp	Amount
Total of displayed sequences:														0.00

☒ No Related Documents Available
RELEASE: 8.2

View Document

Purchase Order Header

Purchase Order	Change#	Order Date	Trans Date	Delivery Date	Print Date	Total
P1100381		Jul 01, 2007	Aug 25, 2010	Aug 25, 2010	Aug 31, 2010	289,821.20
Origin:	BANNER					
Complete:	Y	Approved:	Y	Type:	Regular	
Cancel Reason:				Date:		
Requestor:	Mary E Laatsch		40001	Academic Affairs Admin		
E-mail:	laatsm@lcc.edu					
Accounting:	Document Level			Matching:	Required	
Ship to:	LCC East Campus					
	2827 Eyde Pkwy					
	Suite 200					
	LCC East					
	East Lansing, MI 48823					
Attention:	Receiving					
Contact:						
Phone Number:						
Vendor:	X00024392	Louis J Eyde Limited Family				
	4660 S Hagadorn					
	Suite 660					
	East Lansing, MI 48823					
Phone Number:	517-351-2480					
Fax Number:	517-351-3946					
Currency:						
Document Text	Lease Payments for September 2010 - June 2011					

Purchase Order Commodities

Item	Commodity	Description	U/M	Qty	Unit Price	Ext Amount	
				Disc	Addl	Tax	Cost
5		Lease-LCC-East-2827 Eyde Parkway - Sept '10-Aug '11	MO	10	28982.12	289,821.20	
				0.00	0.00		289,821.20
Total:							289,821.20

Purchase Order Accounting

Seq#	COA	FY	Index	Fund	Orgn	Acct	Prog	Actv	Locn	Proj	NSFSusp	NSFOvr	Susp	Amount
1	L	11		11	30210	7140	610000	820026			N	N	N	289,821.20
Total of displayed sequences:														289,821.20

Related Documents

Transaction Date	Document Type	Document Code	Status Indicator
Aug 31, 2010	Invoice	I0035273	Paid
Sep 02, 2010	Check Disbursement	07025657	
Sep 01, 2010	Receiving Documents	Y1100400	Completed

RELEASE: 8.2

View Document

Purchase Order Header

Purchase Order	Change#	Order Date	Trans Date	Delivery Date	Print Date	Total
P0100242		Jul 27, 2007	Jul 27, 2009	Jul 31, 2010	Aug 18, 2010	340,966.08
Origin: BANNER						
Complete:	Y	Approved:	Y	Type:	Regular	
Cancel Reason:				Date:		
Requestor:	Lynda M Waldecker	30201	Extension / Comm Center Office			
Phone Number:	517-483-5338					
E-mail:	waldecl@lcc.edu					
Accounting:	Document Level			Matching:	Not Required	
Ship to:	LCC East Campus					
	2827 Eyde Pkwy					
	Suite 200					
	LCC East					
	East Lansing, MI 48823					
Attention:	Receiving					
Contact:						
Phone Number:						
Vendor:	X00024392	Louis J Eyde Limited Family				
	4660 S Hagadorn					
	Suite 660					
	East Lansing, MI 48823					
Phone Number:	517-351-2480					
Fax Number:	517-351-3946					
Currency:						
Document Text	RFP# CBR/LCC 120804 East Side Center Consolidation					
	Agreement signed by Eyde Family 4/15/05 and					
	Addenda signed 10/15/05.					
	Approved by Board of Trustees 2/22/05					
	Lease Term: 7/1/07 to 7/31/15					
	.					
	This Purchase Order is issued for lease payments					
	for FY10 - 7/1/09 to 6/30/10.					
	.					
	LCC Point of Contact: Lynda Waldecker, LCC East					
	Phone: 517-483-1863					
	.					
	Change Order # 1					
	The purpose of this change order is to correct					
	the dlivery date to 7/31/2010. 12-1-2009 dce					

Purchase Order Commodities

Item	Commodity	Description	U/M	Qty	Unit Price	Ext Amount	
				Disc	Addl	Tax	Cost
4		Lease-LCC-East-2827 Eyde Parkway - Sept '09-Aug '10	MO	12	28413.84	340,966.08	
				0.00	0.00		340,966.08
Total:							340,966.08

Purchase Order Accounting

Seq#	COA	FY	Index	Fund	Orgn	Acct	Prog	Actv	Locn	Proj	NSFSusp	NSFOvr	Susp	Amount
1	L	10		11	30210	7140	410000	820026			N	N	N	340,966.08
Total of displayed sequences:														340,966.08

Related Documents

Transaction Date	Document Type	Document Code	Status Indicator
Oct 27, 2009	Check Disbursement	07019934	
Sep 10, 2009	Check Disbursement	07019063	
Aug 27, 2009	Check Disbursement	07018938	
Dec 01, 2009	Check Disbursement	07020444	
Feb 25, 2010	Check Disbursement	07022441	
Jan 05, 2010	Check Disbursement	07021012	
Aug 26, 2009	Invoice	I0027572	Paid
Sep 04, 2009	Invoice	I0027779	Paid
Oct 26, 2009	Invoice	I0028908	Paid
Nov 25, 2009	Invoice	I0029477	Paid
Jan 04, 2010	Invoice	I0030093	Paid
Jan 26, 2010	Invoice	I0030533	Paid
Feb 25, 2010	Invoice	I0031223	Paid
Mar 25, 2010	Invoice	I0031950	Paid
Apr 27, 2010	Invoice	I0032707	Paid
Jun 01, 2010	Invoice	I0033425	Paid
Jun 01, 2010	Invoice	I0033426	Paid
Aug 26, 2010	Invoice	I0035189	Paid
Jan 26, 2010	Check Disbursement	07021984	
Mar 25, 2010	Check Disbursement	07023107	
Apr 27, 2010	Check Disbursement	07023575	
Jun 01, 2010	Check Disbursement	07024274	
Aug 26, 2010	Check Disbursement	07025561	

RELEASE: 8.2

View Document

Purchase Order Header

Purchase Order	Change#	Order Date	Trans Date	Delivery Date	Print Date	Total
P0100062		Jul 01, 2007	Jul 09, 2009	Jul 09, 2009	Jul 09, 2009	55,713.42
Origin:	BANNER					
Complete:	Y	Approved:	Y	Type:	Regular	
Cancel Reason:				Date:		
Requestor:	Lynda M Waldecker	30201	Extension / Comm Center Office			
Phone Number:	517-483-5338					
E-mail:	waldecl@lcc.edu					
Accounting:	Document Level			Matching:	Not Required	
Ship to:	LCC East Campus					
	2827 Eyde Pkwy					
	Suite 200					
	LCC East					
	East Lansing, MI 48823					
Attention:	Receiving					
Contact:						
Phone Number:						
Vendor:	X00024392	Louis J Eyde Limited Family				
	4660 S Hagadorn					
	Suite 660					
	East Lansing, MI 48823					
Phone Number:	517-351-2480					
Fax Number:	517-351-3946					
Currency:						

Purchase Order Commodities

Item	Commodity	Description	U/M	Qty	Unit Price	Ext Amount	
				Disc	Addl	Tax	Cost
3		Lease-LCC-East-2827 Eyde Parkway - Jul '09-Aug '09	MO	2	27856.71	55,713.42	
				0.00	0.00		55,713.42
Total:							55,713.42

Purchase Order Accounting

Seq#	COA	FY	Index	Fund	Orgn	Acct	Prog	Actv	Locn	Proj	NSFSusp	NSFOvr	Susp	Amount
1	L	10		11	30210	7140	410000	820026			N	N	N	55,713.42
Total of displayed sequences:														55,713.42

Related Documents

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Transaction Date	Document Type	Document Code	Status Indicator
Jul 14, 2009	Invoice	I0026335	Paid
Jul 14, 2009	Invoice	I0026336	Paid
Jul 14, 2009	Check Disbursement	07018140	

RELEASE: 8.2

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT dated March 4, 2020, is a rider to and forms a part of the "Lease" dated April 1, 2005, as amended by Amendment dated October 3, 2005 and Lease Extension Agreement dated March 2, 2015, between the **Louis J. Eyde Family, LLC**, a Michigan limited liability company, as successor by conversion to Louis J. Eyde Limited Family Partnership, a Michigan limited partnership, and as successor-in-interest from George F. Eyde Family, LLC, a Michigan limited liability company, as successor by conversion to George F. Eyde Limited Family Partnership, a Michigan limited partnership, ("LANDLORD"), now, **LOUIS J. EYDE FAMILY, LLC**, whose address is P.O. Box 4218, East Lansing, MI 48826-4218, and Lansing Community College, ("Tenant"), whose address is 309 North Washington Square, Suite 202, Lansing, MI 48933 for the Premises described as 2827 Eyde Parkway, East Lansing, MI 48823.

NOW, THEREFORE, Landlord and Tenant hereby agree that the Lease shall be modified and amended as follows:

1. **Term:** The **Expiration Date** shall be extended and amended to "**Last day of June, 2025.**" (7/01/2020 through 6/30/2025) ("**Extension Term**").
2. **Minimum Rent:** Minimum Rent shall be \$17.93/rsf for the first year [21,000rsf x \$17.93 = \$376,530.00 annually; and $376,530 \div 12 =$ **\$31,377.50 per month**]; thereafter, Minimum Rent will increase annually at one and one-half percent (1.5%) which increases shall also apply to any additional Lease Terms set forth in paragraph 8 below.

Make all checks Payable to: Louis J. Eyde Family, LLC

Minimum Rent Schedule				
Commencing Month	\$/sf	Based on sf of	Annual Min. Rent	Monthly Min. Rent
7/1/2020	\$17.93	21,000	\$376,530.00	\$31,377.50
7/1/2021	\$18.20	21,000	\$382,200.00	\$31,850.00
7/1/2022	\$18.47	21,000	\$387,870.00	\$32,322.50
7/1/2023	\$18.75	21,000	\$393,750.00	\$32,812.50
7/1/2024	\$19.03	21,000	\$399,635.22	\$33,302.93

3. **Refurbish Allowance:** Landlord hereby provides to Tenant for its use to refurbish the Premises any time after this Lease Extension Agreement is fully executed by the parties, an allowance of Five Dollars (\$5.00) per rentable square foot. Tenant may elect to perform such refurbishing work with Tenant's contractors or may elect to have Landlord perform such refurbishing work with Landlord's contractors, at Tenant's option. In the event Tenant elect's to perform such refurbishing work with Tenant's contractor's, the Landlord will pay the Tenant the

allowance, or so much of the allowance as is requested by Tenant, within fifteen (15) days after Tenant's submission of a written request therefore, together with copies of the paid invoices and waivers of liens in the amount of the allowance requested. In the event the Tenant elects to have the Landlord perform such refurbishing work with Landlord's contractors, such refurbishing work shall be performed pursuant to fixed price quotes approved in writing by Tenant, and in such event Landlord shall pay for such work directly to the extent of the allowance provided for herein, with Tenant being responsible to pay any cost in excess of said allowance approved in writing by Tenant within thirty (30) days after receipt of Landlord's request therefore, together with copies of paid invoices for all such refurbishing work.

4. **Signage:** Tenant may install monument signage in front of the building, pursuant to code/township ordinance, at Tenant's sole cost and expense. Sign design requires Landlord's approval and will be consistent with established design currently in place along Eyde Parkway.

5. **Landlord's Work:** Landlord agrees to re-pave the parking lot in the spring/summer of 2020 and maintain the parking lot during the term of this Lease, including any extension(s) thereof.

6. **Snow Removal:** Landlord agrees that snowplowing and sidewalk clearing/salting will be performed consistent with Tenant's hours of operation.

7. **Right of First Refusal to Purchase:** Landlord agrees to grant Tenant the Right of First Refusal to purchase the Premises in the event Landlord should receive a bona fide offer to purchase the Premises during the term of this Lease or any extensions thereof provided Tenant is not in default of the Lease beyond and cure period.

7.01 If at any time during the Term, Landlord shall receive any bona fide offer from any third party for Landlord to sell the Premises ("Offer") that Landlord desires to accept, Landlord shall notify Tenant in writing of the Offer ("Landlord's Notice"). Landlord's Notice shall contain a copy of the Offer and all other applicable terms and conditions (including any reports or information supplemental thereto). Tenant shall then have the right to purchase the Premises, at the price and on the other terms and conditions set forth in Landlord's Notice (the "Offer Terms"), and Landlord shall not sell or convey the Premises except as provided in Section 8. Tenant's right under this Agreement is referred to as the "Right of First Refusal to Purchase."

7.02 Tenant shall exercise the Right of First Refusal to Purchase, if at all, by providing Landlord written notice ("Notice of Exercise") within fifteen (15) business days after receipt by Tenant of Landlord's Notice and approval of the LCC Board of Trustees at their next regularly scheduled meeting. If Tenant does not timely provide Landlord with the Notice of Exercise, Landlord may sell the Premises to the third party on the terms substantially set forth in Landlord's Notice, and the Right of First Refusal to Purchase shall not apply to any subsequent owner of the Premises, provided that:

A. Landlord shall not agree to a reduction of the purchase price, or any material deviation favorable to the purchaser, from the terms contained in the Landlord's Notice, without first giving Tenant a new Landlord's Notice of the reduction, more favorable terms, change, or material deviation, and upon receipt of the new Landlord's Notice, the Right of First Refusal to Purchase shall apply to the Premises at the new price, or on the new or changed terms set forth in the new Landlord's Notice; and

B. If any Offer is not accepted or if the Premises is not conveyed in accordance with the Offer, then the Right of First Refusal to Purchase shall again be applicable prior to any sale of the Premises.

8. **Renewal Option:** If Tenant has maintained an on-time payment history and is not in default of the Lease at Expiration of this Extension Term beyond any right to cure period, it shall have the right and option to extend the Lease Term for the fourth of four (4), five-year (5-year) additional terms ("Fourth Additional Lease Term") for conditions set forth herein provided that Tenant shall give Landlord written notice of its exercise of this Option at least six (6) months prior to the expiration of the Third Additional Lease Term.

9. **Rent Credit / Carry-Over of Previous Tenant Improvement Allowance:** \$156,887.50 of the previous unused Tenant Improvement Allowance has been applied as a credit to Tenant's rent for the months of February, March, April, May and June 2020. In addition, Tenant may carry over any remaining Tenant Improvement Allowance from the current Lease extension term.

10. **Nondiscrimination:** The parties agree to comply with all applicable federal and state non-discrimination statutes including, but not limited to, the Elliot-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Civil Rights Act. The parties agree not to discriminate against any person with respect to equal employment opportunities and equal education regardless of race, color, sex, age, religion, national origin, creed, ancestry, height, weight, sexual orientation, gender identity, gender expression, disability, familial status, marital status, military status, veteran's status, or other status as protected by law, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position or that is unrelated to the person's ability to participate in educational programs, courses services or activities offered by the parties. Breach of this covenant is a material breach of this Contract.

11. **Severability:** It is understood and agreed that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

Except as herein provided, all other provisions of the Lease remain unchanged.

TENANT:
LANSING COMMUNITY COLLEGE

LANDLORD:
LOUIS J. EYDE FAMILY, LLC
By Louis J. Eyde Manager, LLC, , a Michigan
limited liability company, its Sole Manager

By: _____
Name: _____
Title: _____

By: _____
Sam C. Eyde, Class B Manager

Lansing Community College – Board of Trustees
March 25, 2020

Agenda Item: Employee Dental and Vision Benefits

Presented for Action

PURPOSE

To approve selection of Contractors to provide dental and vision benefits to eligible LCC employees.

BACKGROUND

The current purchasing agreements for dental and vision insurance benefits are scheduled to expire on June 30, 2020. Through a competitive Request for Proposal (RFP) process ADN Administrators, Inc. and Superior Vision Services, Inc. were found to have offered the most advantageous benefit proposals to the College. Therefore, the Administration is recommending award to each vendor for the period of July 1, 2020 through June 30, 2021 with three one-year options to extend. These purchasing agreements are consistent with the requirements of the LCC-Labor Coalition 2020-2021 Health Care Agreement.

IMPLICATIONS

Financial:

Funding from the General Fund will be used to support the proposed agreements. The estimated annual premiums are as follows: \$596,000 for dental benefits (ADN Administrators, Inc.) and \$65,000 for vision benefits (Superior Vision Services, Inc.). The College is expected to receive annual savings of \$14,000 on vision benefit premiums. Dental premiums will remain the same.

Strategic Plan:

The award recommendation supports the College's strategic focus area of Leadership, Culture, and Communication because it helps to ensure that all employees feel valued and able to perform at their best. The award recommendation also supports the focus area of Resource Management and Fiscal Responsibility as it produces cost savings for the College.

Human Resources:

Providing these benefits is an obligation specified in the LCC-Labor Coalition 2020-2021 Health Care Agreement. Additionally, these purchasing agreements will provide enhanced benefits.

RISKS

Delayed approval of the proposed agreements would negatively impact the ability of the College to provide critical benefits to employees.

OTHER OPTIONS/ALTERNATIVES

There are no other alternatives.

RECOMMENDATIONS

The Administration respectfully requests approval to award agreements to ADN Administrators, Inc. and Superior Vision Services, Inc. for eligible employee dental and vision benefits. The requested agreement period is July 1, 2020 to June 30, 2021 with three (1) year options to extend.

ATTACHMENTS:

1. Pre-Award Transmittal Document – Employee Dental and Vision Benefits

**PRE-AWARD TRANSMITTAL DOCUMENT
REQUEST FOR PROPOSAL**

RFP No.: 12300-707-19BV
Project Title: Employee Dental and Vision Benefits

Opening Date: November 8, 2019
Buyer: Brittney Villarreal

1. Description of Supply or Service:

The purpose of this request is to identify contractors to supply dental and vision benefits to eligible Lansing Community College (LCC) employees. All respondents were required to offer benefit plans that matched or exceeded the benefits that LCC employees currently enjoy.

2. Proposals Received:

The Request for Proposal (RFP) was posted on www.bid4michigan.com. 60 vendors were notified. The College received 11 proposals.

Vendor	Proposal Type	Location
ADN Administrators Inc.	Dental	Bingham Farms, MI
Aetna	Dental and Vision	Woonsocket, RI
Avesis, In	Vision	New York, NY
Davis Vision	Vision	Linthicum, MD
EyeMed	Vision	Mason, OH
Metlife	Dental and Vision	New York, NY
Michigan Education Special Services	Dental and Vision	East Lansing, MI
National Vision Administrators	Vision	Clifton, NJ
Superior Vision Services, Inc.	Vision	Linthicum, MD
United Concordia	Dental	Pittsburgh, PA
Vision Service Plan	Vision	Rancho Cordova, CA

Funding Source: General Fund

3. Award Recommendation:

The Evaluation Committee and Advisory Committee consisted of Union and Administration members of the College Health Care Task Force and was led by College Purchasing Professionals. Proposals were evaluated based on qualifications, service offerings and price. The evaluation committee recommends awards to ADN Administrators, Inc. and Superior Vision Services, Inc. The contractors met all required specifications and offered the most advantageous proposals to the College. The requested agreement period is July 1, 2020 to June 30, 2021 with three (1) year options to extend.

4. Reviewed By:

Seleana Samuel, CPPO
Director, Purchasing Department

Date

Donald Wilske
Chief Financial Officer

Date

5. Board of Trustees Review:

Approve/Disapprove

Angela Mathews, Secretary
Board of Trustees

Date

Lansing Community College – Board of Trustees
March 25, 2020

Agenda Item: Request for Proposal – Gannon Building Partial Roof Replacement

Presented for Action

PURPOSE

To procure all labor, equipment, and materials necessary for the Gannon Building Partial Roof Replacement Project.

BACKGROUND

A portion of Gannon Building roof requires replacement. Work required to fix the roof includes removal of specific sections of the roof system, inspection, and installation of new roofing materials. The work must be performed by an outside contractor.

Through a public competitive bid process Mid-Michigan Roofing, LLC was determined to be able to meet the needs of the College. The Administration recommends awarding a one-time purchase order to this contractor.

IMPLICATIONS

Financial:

The one-time cost for this project is \$296,485. The funding for this project will come from the Maintenance & Replacement Plant Fund.

Strategic Plan:

This award supports the College's strategic focus area of Resource Management and Fiscal Responsibility.

Human Resources:

There are no known human resources implications.

RISKS

This section of the roof is delaminated from the structural decking underneath. If the replacement is not completed the entire membrane could blow off the roof causing complete failure of the room system.

OTHER OPTIONS/ALTERNATIVES

There are no other permanent solutions.

RECOMMENDATIONS

The Administration respectfully recommends approving the award of a one-time purchase order to Mid-Michigan Roofing, LLC in the amount of \$296,485.

ATTACHMENTS:

1. Pre-Award Transmittal document – Gannon Building Partial Roof Replacement

**PRE-AWARD TRANSMITTAL DOCUMENT
REQUEST FOR PROPOSAL**

RFP No.: 50201-709-19EL

Project Title: Gannon Building Partial Roof Replacement

Opening Date: December 16, 2019

Buyer: Evelyn Lynn

1. Description of Supply or Service:

The purpose of this request is to seek competitive proposals for removal of the existing Roof Section E1 & E2 roof system and components down to metal decking, inspections, and installation of new roofing system at Gannon Building (GB) Building. Included in the proposal, the Contractor will supply all tools and equipment to successfully complete the work. The successful Bidder will need to coordinate schedules as outlined in the specifications. The Contractor will coordinate all work and activities with the design architectural/engineering firm and LCC. The successful Contractor will provide 2-year workmanship warranty. Roofing materials will be covered by a manufacturer warranty.

2. Proposals Received:

The Request for Proposal was posted on www.bid4michigan.com. 162 vendors were notified. Proposals were received from 3 contractors.

Contractors	Location	Base Bid and Contingency Allowance
Bornor Restoration, Inc.	Lansing, MI	\$371,372
Lutz Roofing Company, Inc.	Shelby Twp., MI	\$303,150
Mid-Michigan Roofing, LLC	Saginaw, MI	\$296,485

Funding Source: Maintenance & Replacement Plant Fund

3. Award Recommendation:

The evaluation committee consisted of staff from the Purchasing Department and Administrative Services (with consultation from the architect that will monitor the project). Contractor proposals were evaluated based upon expertise, qualifications, pricing, and the ability to meet the requirements of the College. The evaluation committee recommends award to Mid-Michigan Roofing, LLC for \$296,485.

4. Reviewed By:

Seleana Samuel, CPPO
Director, Purchasing Department

Date

Donald L. Wilske
Chief Financial Officer

Date

5. Board of Trustee Review:

Approve/Disapprove

Angela Mathews, Secretary
Board of Trustees

Date

Lansing Community College - Board of Trustees
March 25, 2020

Agenda Item: Statement of Practice Related to COVID-19

Presented for Action

PURPOSE

In response to the declared COVID-19 pandemic, and in keeping with the Governor's recommendations, the College is taking steps to protect employees and students from exposure to COVID-19. This Statement of Practice (SOP) ensures that, during this time period, the College will operate effectively, that essential services are continuously provided, and that our campuses are safe.

BACKGROUND

Current College policy, as well as the applicable collective bargaining agreements, provides for sick leave accruals that provide continuity of salary during periods of illness. Employees are at risk for loss of income if their accruals are depleted due to their own or a family member's illness. This SOP provides for pay protection for the period in which the SOP remains in effect. In addition, the SOP addresses pay protections should the College move to a virtual workplace (working remotely). In the event an employee is medically able to work but their work responsibilities cannot be performed remotely (e.g. a receptionist position), the employee will be eligible to receive pay for the hours the employee would have normally worked.

This SOP covers all College employees, including student employees.

IMPLICATIONS

Financial:

There is, at this time, an undetermined cost associated with the loss of productivity related to either illness or, in the event of moving to a virtual workplace, inability to perform job duties remotely.

Strategic Plan:

This SOP supports maintaining a stable and strong workforce that is capable of delivering high quality instruction and support to our students.

Human Resources:

Essential services must be maintained in order to effectively serve the College's students and employees. The Human Resources Division is charged under this SOP with monitoring, through daily divisional reporting, the level of illness College-wide so that decisions can be made that provide for continuity of operations.

RISKS

Failure to provide the support that ill employees need to remain off work increases the risk of infection in the workplace. Temporary flexibility in pay practices will serve to mitigate this risk.

OTHER OPTIONS/ALTERNATIVES

N/A

RECOMMENDATIONS

The Administration respectfully requests the Board of Trustees approve the Statement of Practice Related to COVID-19.

ATTACHMENTS:

1. LCC's Statement of Practice

LCC Statement of Practice (SOP)

Precautions Related to Coronavirus Disease 2019 (COVID-19)

Issuance Date: March 25, 2020

Effective Immediately and Until Further Notice

Lansing Community College (LCC) will take proactive steps to protect our employees and students from exposure to COVID-19. It is the goal of LCC during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that our campuses are safe.

LCC is committed to providing authoritative information about the nature and spread of COVID-19, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak. Therefore updates will continue to be provided in College communications, including The Star, myLCC posts and Operations email messages.

Accordingly, please be aware of the following practices:

1. Employees who are directly affected by the coronavirus or similar medical issues:

- Employees with respiratory symptoms (coughing, sneezing, shortness of breath and/or a temperature above 100.4 degrees Fahrenheit) should stay home and report the absence and the reason for it to their Administrative Supervisor.
- Employees with these symptoms at work will be sent home by their Supervisors
- Employees with household members who are experiencing these symptoms should also stay home and report the absence and the reason for it to their Administrative Supervisor.

2. At risk employees:

- Employees with underlying medical conditions which put them at risk if exposed to COVID-19 are strongly encouraged to stay at home. These employees should notify their Supervisor of their at risk status and make arrangements to work from home, if possible.
- Employees returning from travel to locations with a level 3 travel advisory, as determined by the U.S. Department of State (<https://travel.state.gov/content/travel/en/international-travel.html>), or have been notified by the Centers for Disease Control and Prevention or a local Health agency that they have been exposed to the virus shall:
 - i. follow the Centers for Disease Control and Prevention directives before returning to work.(self-quarantine for 14 days or a negative coronavirus test)

- ii. report the absence and the reason for it, in accordance with department procedures

3. Employees who can transition to remote/online work:

- To minimize the impact of COVID-19 related absences on College operations and academic progress, employees who are medically able may work from home during COVID-19 related absences, and will be provided the training and resources to do so. Employees sent home should be instructed to take their laptops with them, if appropriate.

4. Impact of absences on pay:

- Employees who work remotely will continue to record all time worked as regular hours worked.
- All employees, including Student employees, will be eligible to receive special sick leave pay for scheduled working time missed, in conformance with applicable College collective bargaining agreements or policies, and such absences will not reduce any accumulated sick leave.
- A new, separate Emergency Operations Pay code will be used for these payments and will be available for timecard reporting.
- The propriety of continuing these payments will be reviewed and reconsidered every 30 days, or more frequently, if warranted.
- In most cases, no medical verification will be required to return to work during the period this SOP is in effect.
- Employees in areas where on-campus operations are shut down due to the coronavirus and who are medically able to work but are not able to work remotely due to the nature of their job (e.g., building receptionist) will be eligible to receive pay through the Emergency Operations Pay Code for hours normally worked.

5. Employee absence reporting procedures:

- A designated employee in each division shall report numbers of all sick leave absences to Human Resources, daily, via College procedure.
- Employee initiated sick leave absences should be reported to the respective Administrative Supervisor, via College email. The Administrative Supervisor will, in turn, report the absence to the designated divisional recorder.
- Employer-initiated sick leave absences should be reported to the designated divisional recorder, via College email

- Faculty who will miss assigned class sections with face-to face components shall follow department processes regarding securing a substitute.
- Supervisors shall document and report all such absences in conformance with divisional reporting procedures, and consult with employees regarding the prospect of working from home.
- No attendance-related disciplinary action will be taken for absences related to this initiative.

6. Faculty/Student issues:

- To minimize and document the impact of Student absences on academic progress, Faculty will report Student absences in conformance with divisional procedures, and consult with their Administrative Supervisor to develop and document an appropriate plan for each Student.
- If applicable, Faculty will:
 - i. inform Students of all available online resources to help with successful course completion, except that
 - ii. provide all course work to impacted Students in D2L.
 - iii. discuss the prospect of an incomplete grade if online options are not available (course work that requires hands on instruction and learning)

7. Additional employee information:

- Employees who are working remotely must continue to adhere to all College policies, practices, and procedures in the remote environment, including confidentiality, time reporting, etc.
- Employees with LCC medical benefits will be encouraged to consider using virtual medical services.
- All recipients of medical information must, in conformance with College policy, treat this information as confidential, taking appropriate steps to maintain the confidentiality of the records/email messages.

Action Items

**Lansing Community College – Board of Trustees
March 25, 2020**

Agenda Item: College Policy – Emergency Preparedness (*REVISED*)

Presented for Action

PURPOSE

In response to the extraordinary circumstance surrounding the impacts of COVID-19 on college operations, the administration has identified the need to address the President's authority to ensure continuity of operations during college, local, State, or Federal emergencies.

BACKGROUND

The policy committee has made revisions to the Purpose, Scope, General, and Responsibility sections of the policy.

IMPLICATIONS

Financial:

N/A

Strategic Plan:

This request supports the College's strategic focus area of Resource Management and Fiscal Responsibility to develop a comprehensive culture of emergency preparedness.

Human Resources:

N/A

RISKS

Institutional emergency preparedness is an essential part of mitigating short-term risks to persons and property and long-term risks to the operational viability of the College.

OTHER OPTIONS/ALTERNATIVES

N/A

RECOMMENDATIONS

The Policy Committee is recommending the revision to the policy.

ATTACHMENTS:

1. Emergency Preparedness Policy (*REVISED*)

I. Purpose

The purpose of this policy is to provide for the establishment of a college emergency management program that is aligned with Presidential Policy Directive 8 and the Michigan Emergency Management Act Public Act 390 of 1976 as amended, and to provide a means through which the President or Designees and the Board of Trustees may exercise and discharge responsibilities vested in them by this policy in emergency situations described in this policy.

II. Scope

When circumstances within the property governed by Lansing Community College indicate that the occurrence or threat of occurrence of widespread or severe damage, injury or loss of life or property exists, the President, or designees, may declare a College state of emergency. Such a declaration shall be forwarded to the Chief Executive Official of the local government entity where the emergency or disaster occurs, and promptly filed with the Department of State Police, Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the Board of Trustees, except as otherwise provided by declaration of emergency by the Governor under PA 390 of 1976, as amended.

If the President, or designees, invokes such power and authority, the President shall, as soon as reasonably expedient, convene the Board of Trustees for one or more emergency meetings in accordance with the open meetings act to perform its normal governing duties as the situation demands, and will report to that body relative to the emergency. Nothing in this policy shall be construed as abridging or curtailing the powers of the Board of Trustees unless specifically provided herein.

III. General

The College Emergency Management program will align with Presidential Policy Directive 8 (PPD-8) and the Michigan Emergency Management Act, PA 390 of 1976, as amended. In keeping with the aforementioned guidance, Lansing Community College will apply the concepts and principles of the National Incident Management System (NIMS) and the Incident Command System (ICS), which provides a standardized approach for incident management, regardless of cause, size, location, or complexity.

There is an established Emergency Preparedness Planning Team (EPPT) which is charged with assisting the Director of Emergency Management in the development and maintenance of the College's Emergency Operations Plan, Continuity of Operations Plan, and Training and Exercise Plan.

Emergency Operations Plan (EOP) means the plan developed and maintained by the college for the purpose of detailing how the college will respond to various hazards, whether natural or human-caused. The EOP will be built around comprehensive, ongoing assessment of the College's unique physical, social, and environmental characteristics, including the geographic location of the campuses, the number and types of buildings, and the availability of campus and community resources. The plan will provide for the access and functional needs of the whole college community.

The plan will include, but not be limited to:

- US Department of Labor, Occupational and Safety Health Act of 1970
- Michigan Occupational Safety and Health Administration, General Industry Safety and Health Standards
- National Fire Protection Association Standards
- The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act

Continuity of Operations Plan (COOP)

The Continuity of Operations Plan (aka business continuity plan) will help ensure essential functions continue during an emergency and its immediate aftermath. Essential functions include but are not limited to business services such as payroll and purchasing, internal and external communications, enterprise computing systems, facility mechanical, electrical, and plumbing systems, safety and security, and continuity of teaching and learning.

Training and Exercise Plan (TEP)

The Training and Exercise Plan supports the EOP and COOP by establishing core training objectives and frequency of trainings, drills, and exercises to ensure that students, employees, and on-site business partners understand their roles, responsibilities, and expectations.

A) Definitions

As used in this policy:

Act means the Michigan Emergency Management Act, Act No. 390 of the Public Acts of 1976, as amended.

Disaster means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, outbreak, epidemic, pandemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

District Coordinator means the state police emergency management district coordinator. The district coordinator serves as the liaison between local emergency management programs and the state police, emergency management and homeland security division. All properties of the college reside

in state police region one (of eight regions).

Disaster relief force means all persons identified in the LCC emergency operations plan having duties or responsibilities to perform a specific disaster or emergency related task during a declared state of emergency or disaster.

Emergency means (1) any incident which significantly disrupts the operations or mission of the college or (2) any occasion or instance in which the governor determines state assistance is needed to supplement local efforts and capabilities to save lives, protect property and the public health and safety, or to lessen or avert the threat of a catastrophe.

Emergency Management Director means the person designated to administer the college's emergency management and preparedness program.

Emergency management program means a program established by the college to design and develop plans, procedures, and processes to help prepare, coordinate, and communicate across college boundaries, both inside and outside, in all matters pertaining to emergency preparedness, prevention, response, mitigation, and recovery.

Emergency operations plan means the plan developed and maintained by the college for the purpose of detailing how the college will respond to various hazards, whether natural or human-caused.

College state of emergency means a declaration by the college President, or designees, which authorizes certain actions as described in this policy.

Incident Command Team (ICT) represents the Command function as defined by the National Incident Management System (NIMS).

Essential Functions means a subset of organizational functions that are determined to be critical activities. These essential functions are then used to identify supporting tasks and resources that must be included in the college's continuity planning process.

Essential records means those records the college needs to meet operational responsibilities under emergency conditions (emergency operating records) or to protect the legal and financial rights of the college and those affected by government activities (legal and financial rights records).

B) Emergency Management Director; Emergency Management Department

There is established a department of Emergency Management within the Administrative Services Division for the purpose of coordinating all emergency and pre-disaster prevention, mitigation, preparedness, response and recovery activities within the college. Subject to the direction and control of the President, the Executive President of Finance, Administration, and Advancement, the Executive Director of Administrative Services, and the Director of Emergency

Management shall have responsibility for the organization and administration of the department.

C) College State of Emergency Declaration

If a disaster or emergency occurs that has not yet been declared to be a state of disaster or state of emergency by the Governor, and the President, or the President's designees, determines that the situation necessitates immediate action, to help control the emergency affecting the College, the President or the President's designees may request the Governor declare that a state of disaster or state of emergency exists at the College. The Emergency Management Director shall immediately contact the District Coordinator in accordance with Public Act 390 of 1976, as amended. Notification shall also be sent to the Chief Executive Official of the local government entity where the emergency or disaster occurs.

D) Federal, State or Local Declaration of Emergency

In the event of a federal, state, or local declaration of emergency that directly affects college operations or the safety and welfare of students, employees, contractors, guests and visitors, the bylaws and policies of the board of trustees that require approval by the board before action may be taken by college administrators are suspended during the period such declaration of emergency remains in effect.

E) Presidential Powers During Emergency Declaration(s)

During this period the President of the college is authorized to take the necessary temporary actions to ensure the continuity of college operations. Any actions taken by the President under this section that would ordinarily require board of trustees' approval shall be communicated to the board chair either orally or in writing as soon as practicable. If the board chair is unavailable, the action taken shall be communicated orally or in writing to the next ranking board officer who is available. If the president is unavailable to take necessary temporary actions, the next ranking officer of the college shall have such responsibility as set forth in this section.

The provisions of this section apply only in the event of a federal, state, or local declaration of emergency.

F) Volunteers, appointment of

The Executive Leadership Team (ELT) of the college is authorized to appoint volunteers to augment its personnel in time of emergency to implement emergency functions assigned in the Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the Executive Leadership Team of the college through whom the appointment was made, and may be reimbursed for all actual and necessary travel and subsistence expenses.

G) Rights of Disaster Relief Force

In accordance with the policy, personnel of the disaster relief force while on duty shall have the following rights:

- a) Employees of the College serving as members of a disaster relief force shall have the powers, duties, rights, privileges, and immunities and shall receive the compensation incidental to their employment for the period of such service.
- b) Persons serving as members of a disaster relief force who are not employees of the College shall be entitled to the same rights and immunities as are provided for by law.

H) Liability

This Policy incorporates by reference Section 30.411 of PA 390 of 1976 and as such:

- a) To the extent allowed by that Act and by the Community College Act, the College, its, Board members, employees agents and representatives shall not be liable for the death of or personal injury to any person or persons and/or for damage to property, including any criminal liability, as a result of any activity exercised under this Policy and/or Section 30.411 of PA 390 of 1976 as amended unless that person's act or omission was the result of that person's gross negligence or willful misconduct.
- b) Further, the right of a person to receive benefits or compensation to which he/she may otherwise be entitled to under the Workers Compensation Law and the Pension Law, an Act of the State of Michigan or an Act of the United States Congress will not be effected as a result of said activity, as described in Section 30.411 of PA 390 of 1976 as amended.
- c) Further, any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the College the right to inspect, designate or use the whole or any part or parts of the real estate or other premises for purposes of sheltering persons as provided in Section 30.411 of PA 390 of 1976 as amended shall not be civilly liable for negligence causing the death of or injury to any person on or about the real estate or premises or for loss due to damage to the property of the person.
- d) To the extent allowed under law and by the College's By-Laws, the College shall indemnify and defend its Board Members, employees, agents and representatives against any claims as a result of any activity exercised under this Policy and/or Section 30.411 of PA 390 of 1976 as amended unless that person's act or omission was the result of that person's gross negligence or willful misconduct.

I) Temporary Absence of President

During the temporary absence of the President from the College or the inability of the President to perform the duties of the office, the designees shall act in the President's place for the purpose of performing emergency duties of the President.

The President shall designate, in writing, the name(s) and title(s) of the designee(s). A copy of the letter shall be provided to the Board Chair, designee(s) and Director of Administrative Services. The President shall make such designations on or before the first board meeting of the calendar year and may modify those designations from time to time with written notice to the Board Chair, designee(s) and Director of Administrative Services.

IV. Responsibility

Subject to the Board's authority, responsibility for the interpretation and administration of this policy is delegated to the President.

Adopted: 11/19/2007 (Emergency Management)

Revised: 9/15/08, 12/17/2018 (renamed: Emergency Preparedness), 3/25/2020 (renamed: *Emergency Management*)



Lansing Community College is committed to providing equal employment opportunities and equal education for all persons regardless of race, color, sex, age, religion, national origin, creed, ancestry, height, weight, sexual orientation, gender identity, gender expression, disability, familial status, marital status, military status, veteran's status, or other status as protected by law, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position or that is unrelated to the person's ability to participate in educational programs, courses, services or activities offered by the college.

The following individuals have been designated to handle inquiries regarding the nondiscrimination policies: Equal Opportunity Officer, Washington Court Place, 309 N. Washington Square Lansing, MI 48933, 517-483-1730; Employee Coordinator 504/ADA, Administration Building, 610 N. Capitol Ave. Lansing, MI 48933, 517-483-1875; Student Coordinator 504/ADA, Gannon Building, 411 N. Grand Ave. Lansing, MI 48933, 517-483-1885; Lori Willett, Human Resource Manager/Title IX Coordinator, Administration Building, 610 N. Capitol Ave. Lansing, MI 48933, 517-483-1870; Christine Thompson, Student Title IX Coordinator, Gannon Building, 411 N. Grand Ave. Lansing, MI 48933, 517-483-1261.