

LEASE AGREEMENT
For Classroom and Office Space

THIS LEASE AGREEMENT (the “**Lease**”), is made and entered into this ____ day of January, 2010 by and between **Cape Girardeau School District #63** (“**Lessor**”), and **Southeast Missouri State University** and **Three Rivers Community College** (collectively, “**Lessee**”).

WITNESSETH:

IN CONSIDERATION of the mutual covenants contained in this Lease, and the mutual benefits to be derived therefrom, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. PREMISES. Lessor, for and in consideration of the rents, and subject to the terms and conditions hereinafter set forth, does hereby lease to Lessee, and Lessee agrees to lease from Lessor, certain property within the buildings commonly known as the **Cape Girardeau Career and Technology Center** (“**CTC**”) and **Central High School** (“**CHS**”) in Cape Girardeau, Missouri, and more particularly described on **Exhibits A and B**, and all easements, rights and appurtenances pertaining thereto (the “**Premises**”).

2. TERM. The term of this Lease (“**Rental Term**”) shall be for an initial term commencing May 1, 2010 for the Premises described in Exhibit A, and commencing June 1, 2010 for the Premises described in Exhibit B and, unless sooner terminated or renewed, collectively ending at midnight on August 9, 2011 (the “**Initial Term**”). Possession shall be delivered to Lessee as set forth on Exhibits A and B. Provided that Lessee shall not be in default in the keeping and performing of any of the covenants or provisions of this Lease, the term of this Lease may be renewed upon the same terms and conditions for two additional successive periods, each being one year (the “**Renewal Terms**”). If Lessee is not in default, this Lease shall be automatically renewed unless either party, at least 180 days prior to the expiration of the Initial Term, notifies the other party, in writing, of its election not to renew the term of this Lease. If such notice is not given, this Lease shall be deemed to be renewed and the term thereof extended for a period of one year from the date of expiration of the Initial Term. If Lessee is in default, this Lease shall not renew until the default is cured and the parties agree in writing to renew the Lease. Unless further written agreement is made, this Lease shall terminate no later than midnight on August 9, 2013. The Initial Term and both Renewal Terms are collectively referred to as the “**Term**.” In addition, the high school facilities are not available on the dates which the following activities are scheduled: Back-To-School Open House, First Semester Grade Conferences, and Second Semester Grade Conferences (see Exhibit C for 2010-11 dates).

3. RENT. Lessee shall pay as rent a monthly “**Base Fee**” of \$250.00 per month, plus an additional fee of \$10 per Class Period for any classes (the “**Class Period Fee**”). A “**Class Period**” is defined as each actual meeting of an educational class, regardless of the length of time the class actually meets. Lessee shall pay the Base Fee and Class Period Fee within 30 days after the end of each semester (Fall, Spring, and Summer) at such address as Lessor may designate. In addition, the Lessee shall pay for a Supervisor/liaison selected by the Lessor to monitor the Central High School facilities during the time in use.

4. PARKING AND ACCESS. Lessee shall have the right to utilize the parking lot in front of the CTC for the use of its students, faculty, and staff while such persons are conducting business on the Premises, and such persons shall have the free right of access to and from the parking lot during all times at which Lessee is conducting classes or other business on the Premises. Lessor shall provide Lessee a limited number of keys to access the main building doors for after-hours access.

5. PERSONAL PROPERTY. Lessor shall be responsible for providing standard classroom furniture for up to 30 students per classrooms at the CTC. Lessor shall be responsible for providing standard classroom furniture for up to 20 students per science laboratory at the high school. In addition, Lessor shall maintain and provide Lessee with access to the existing “technology packages” in each of the four designated classrooms. In the science lab, Lessor shall provide standard furniture and access to existing equipment. Lessee shall supply consumable materials and any equipment that Lessor does not already have in its typical science lab. In the computer lab and administrative offices, Lessee shall be responsible for providing all furniture and equipment.

6. UTILITIES. Lessor agrees to pay all charges for gas, rubbish collection, cable, sewer use, electric light or power, and water and any other utilities used in and about the Premises during the Term. Telephone and internet access will be the responsibility of the Lessee.

7. MAINTENANCE. Lessor agrees to maintain the Premises and all of the systems and improvements situated thereon in good order and repair and replace any such items if necessary, at its own cost. Lessor and its representatives may enter upon and inspect the Premises at any reasonable time and shall have the right to enter the Premises and make such repairs. Lessor shall perform all routine daily or weekly cleaning.

8. INSURANCE. Lessor agrees to purchase and maintain liability and “all-risk” property insurance at its own expense during the Term covering the entire CTC and CHS buildings, which include the Premises, and shall name Lessee as an additional insured thereon. Lessee shall be responsible for maintaining whatever insurance it deems adequate to protect its personal property on the Premises.

9. USE OF PREMISES. The Premises shall be used and occupied by Lessee for higher education classes, administration, and directly related activities. Lessee shall restrict its use to such business and shall not use or permit the use of the Premises for any other purpose without the prior, express, written consent of Lessor, which shall not be unreasonably withheld. Lessee shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable or ultra hazardous purposes, nor operate or conduct its business in a manner constituting a nuisance of any kind, nor shall Lessee allow any waste on the Premises. Lessee’s use of the Premises shall comply with all federal, state, county and city laws, ordinances, and regulations, including but not limited to the Americans with Disabilities Act, health and sanitation requirements, and all title conditions and restrictions applicable to the Premises.

Lessee shall also comply with all reasonable rules and regulations promulgated by Lessor for the Premises which do not adversely affect ingress and egress from the Premises.

10. QUIET ENJOYMENT. Lessor covenants that it has lawful title to the Premises and the right to make this Lease for the term aforesaid, and that Lessee shall peacefully and quietly have, hold, and enjoy the Premises for the Rental Term provided that Lessee pays the rent and performs the covenants, terms, and conditions contained in this Lease Agreement.

11. ACCEPTANCE, CARE AND SURRENDER OF PREMISES. Lessee stipulates that it has examined the Premises, and that they are, at the time of this Lease, in good order, good repair, safe, clean and tenantable. Lessee hereby accepts the Premises in their existing condition and state of repair, and agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto. Lessee agrees during the Rental Term to use reasonable diligence and care in the protection and maintenance of the Premises. Lessee agrees to surrender the Premises at the end of the Term or earlier termination in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God. If Lessee fails to surrender the Premises, its possession thereafter shall be an unlawful detainer, and Lessor may sue for unlawful detainer or any other appropriate action for eviction available to Lessor in equity or at law.

12. ALTERATIONS. Lessee shall have no right to construct, remove, alter or install any trade fixtures, floor coverings, interior or exterior lighting, plumbing, fixtures, paint, shades, signs, or awnings, or make any other permanent alterations to the Premises' physical structure without the prior, express, written consent of Lessor, which shall not be unreasonably withheld.

Any improvements agreed to and constructed by the Lessee shall become property of the Lessor. Lessee shall take all reasonable precautions to perform the alterations in a manner so as not to interfere with classes being conducted in other portions of the CTC.

13. DAMAGE OR DESTRUCTION. If, at any time during the Rental Term, the Premises, or any part thereof, is damaged or destroyed by fire or other casualty, Lessee shall give Lessor prompt written notice thereof. In the event the premises are damaged or destroyed, Lessor shall, as soon as practical, and in any event within sixty (60) days after the date of such damage or destruction, commence to repair and restore the building and shall proceed with reasonable diligence to restore the building to substantially the same condition as existed immediately prior to such damage or destruction, except that Lessor shall not be required to restore or replace any part of Lessee's trade fixtures or other personal property removable by Lessee under the terms of this Lease.

14. CO-TENANTS, ASSIGNMENTS AND SUBLETTING. Lessee shall not have the right to enter into an agreement with another higher education institution to share use of the Premises without written consent of lessor. Any such co-tenant shall agree, in writing, to limit its use of the premises as set forth in Paragraph 9 of this Lease. Subject to the foregoing, Lessee may not assign this Lease or let or sublet the whole or any part of the Premises without the express written consent of the Lessor, which consent shall not be unreasonably withheld. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity

for such consent to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, Lessee shall remain fully liable on the Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

15. DEFAULT BY LESSEE.

15.1 Events of Default. The following events shall be considered by Lessor to constitute events of default by Lessee hereunder:

15.1.1 Lessee shall fail to pay any installment of rent when due, which default is not cured within ten (10) days after written notice from Landlord; or

15.1.2 Lessee shall fail to comply with any of the covenants, agreements, terms or conditions of the Lease by the Lessee to be performed, observed or complied with and such failure shall continue after ten (10) days' notice in writing from the Lessor to the Lessee to cure such default (or if such default cannot reasonably be cured within said ten (10) days, if Lessee shall have commenced to cure such default within such ten (10) day period and shall not thereafter, with reasonable diligence and good faith, proceed to cure such default); or

15.1.3 Lessee shall desert, abandon or vacate the Premises; or

15.1.4 Lessee shall become insolvent, or shall make a transfer in fraud of creditors or shall make any assignment for the benefit of creditors, or shall be adjudged a bankrupt or insolvent in proceedings filed against Lessee or shall file a voluntary petition under any chapter of the federal bankruptcy law; or

15.1.5 A receiver or trustee shall be appointed for all or substantially all of Lessee's assets; or

15.1.6 Due to Lessee's occupancy of the Premises, neither Lessee nor Lessor shall be able to procure or keep insurance on the Premises.

15.2 Remedies. Upon the occurrence of any such event of default, Lessor shall have the option to pursue, after giving any required notice to Lessee, any one or more of the following remedies:

15.2.1 Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or claim of damages therefor; or

15.2.2 Enter upon and take possession of the Premises without terminating this Lease and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor; and Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting; or

15.2.3 Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease; and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action unless caused by the negligence of Lessor;

15.2.4 Acceptance of possession of the Premises by Lessor from Lessee shall not constitute an acceptance of a surrender of the Premises as such unless Lessor shall specifically acknowledge the same in writing.

15.3 Remedies Cumulative; No Waiver. Except as otherwise provided by statute or rule of law, pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided for herein or any other remedies provided by law or equity, all of which may be enforced cumulatively, nor shall pursuit of any remedy provided for herein constitute forfeiture or waiver of any rent due to Lessor thereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants contained herein. Failure by Lessor to enforce any remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violation or breach of any of the terms, provisions and covenants contained herein.

16. ENTRY BY LESSOR. Lessor shall have reasonable access to the Premises during or after business hours for the purpose of performing maintenance or repairs, examining or exhibiting the same during the last six (6) months of the Term, or to take any necessary action with regard to the Premises deemed necessary in the opinion of Lessor to protect its interest. Lessor shall not unnecessarily interfere with Lessee's use of the Premises nor the conducting of Lessee's business thereon. Lessor will notify Lessee when such access takes place.

17. MISCELLANEOUS.

17.1 Notices, Demands. All notices, demands, requests, consents, approvals, instruments and other communications required or permitted to be given pursuant to the terms of this Lease shall be given in writing and shall be deemed to have been properly given if delivered by hand, sent by overnight courier or by registered or certified mail, postage prepaid and addressed to the party at the address shown herein. If such notice is mailed, it shall be deemed to have been served two (2) business days after deposited in the United States Mail. Either party may

designate, by notice in writing, a new address to which any such notice, demand or communication shall thereafter be so addressed or mailed.

- 17.2 Binding Effect.** This Lease and each and every one of the terms, conditions, covenants and obligations contained herein shall be for the benefit of and binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- 17.3 Separability.** Each and every covenant and agreement contained in this Lease shall be for all purposes construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.
- 17.4 Partial Invalidity.** If any covenant, term or condition of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition of this Lease, shall be valid and be enforceable to the fullest extent permitted by law.
- 17.5 Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Missouri.
- 17.6 Time of the Essence.** Time is of the essence in all provisions of this Lease.
- 17.7 Paragraph Headings.** The headings of the various sections of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.
- 17.8 Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.
- 17.9 Modification of Agreement.** Any modification or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 17.10 Relationship of the Parties.** It is the express intention of the parties that this Lease shall not be construed as creating any relationship hereunder other than that of Lessee and Lessor and no other relationships, such as one of partnership, joint venture or otherwise, shall arise by reason hereof.
- 17.11 Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Lessor or Lessee, such party shall not be liable or responsible for, and

there shall be excluded from the computation for any such period of time, any delays caused by strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other similar causes which are beyond the control of such party.

17.12 Business Day. Whenever this Lease provides for a date, day or period of time on or prior to which action or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday or legal holiday, then same shall be deemed to fall on the immediately following business day.

17.13 Construction of Lease. Words of any gender in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Each party acknowledges that all parties participated equally in drafting this Lease and, accordingly, no court construing this Lease shall construe it more stringently against one party or the other.

17.14 Survival of Lessee’s Covenants. Any covenant or obligation imposed on Lessee by the terms of this Lease which requires any performance on the part of Lessee after the expiration or earlier termination of this Lease shall be deemed to survive such expiration or earlier termination.

17.12 Legal Counsel. By signing this Lease, the parties acknowledge that they have read this Lease and understand the terms contained herein and have sought the advice of their respective legal counsel. Lessor and Lessee acknowledge that The Limbaugh Firm represents both parties to this transaction, and both parties waive the conflict resulting from such representation. The parties shall each pay one-half of the legal fees related to the preparation of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date and year first above written.

Cape Girardeau School District #63

By _____

President, Board of Education

Attest:

[NAME], Secretary

Southeast Missouri State University

By _____
Donald B. Bedell
President, Board of Regents

Attest:

Deborah S. Fulton, Secretary

Three Rivers Community College

By _____
[NAME]
President, Board of Trustees

Attest:

[NAME], Secretary

Exhibit A
Leased Premises beginning May 1, 2010

One (1) office for advisor at CTC

One (1) office for administrative support at CTC

Exhibit B
Leased Premises beginning June, 2010

Four (4) dedicated classrooms and ability to seat others when demand dictates and rooms are available at CTC (beginning August 10, 2010)

One (1) science labs for summer class at CHS (Biology) (beginning June 1, 2010)

Two (2) science labs for evening classes at CHS (Biology and Chemistry beginning August 10, 2010)

Exhibit C
High School Restricted Dates for 2010-11
Dates subject to change

Back-to-School Open House, Thursday, August 19, 6:30-9:30 P.M.

First Semester Grade Conferences, Thursday, September 23 and Tuesday, September 28, 4:00-7:30

Second Semester Grade Conferences, Thursday, February 10 and Tuesday, February 15, 4:00-7:30