LINCOLN PARK ECONOMIC DEVELOPMENT CORPORATION
EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21 day of APRIL, 2016 and between the Board of Lincoln Park Economic Development Corporation (hereafter referred to as the "EDC"), and Giles Tucker (hereafter referred to as the "Employee");

WHEREAS, the EDC desires to engage the services of Giles Tucker as its Director and

WHEREAS, Giles Tucker wishes to be employed by the EDC in the capacities set forth above;

WHEREAS, THEREFORE, it is mutually agreed by the parties as follows:

I. EMPLOYMENT

The EDC hereby employs Employee, and Employee hereby accepts such employment upon the terms and condition hereinafter set forth.

II. APPLICABLE LAWS

This Agreement shall be interpreted under the laws of the State of Michigan.

III. TERM

The term of the Agreement shall commence on JAN 1/2016 (the "Commencement Date") and shall expire on Dec 31, 2016 subject to the limitations set forth in section IV.

IV. TERMINATION

Employee shall serve at the pleasure of the EDC. The Employee shall be subject to all EDC policies and rules in effect during the term of employment. Employee is an at-will Employee, and either the EDC or Employee may terminate employment, without cause. This contract may be terminated by either of the parties, for any reason whatsoever, upon fourteen (14) days written notice to the other party.

V. DUTIES AND RESPONSIBILITIES

A. EDC Responsibilities: The EDC shall be solely responsible for the management and policies of the Lincoln Park EDC. The policies, plan and progress of the EDC are implemented through the Chairman. The EDC shall reimburse the Employee for all expenses for approved conferences travel, and any other business expenses related to the Employee's employment.

B. Employee Responsibilities:

1. The Board recognizes its responsibility for delegation of authority to the Director relative to the execution of policies, plans, and programs. The

Director shall take direction from the EDC and the Chairman of the Lincoln Park EDC.

2. The Employee shall maintain regular working hours as established by the EDC Board and consistent with the hours of operation of the City of Lincoln Park Departments and Offices with which the Employee is working or the building facility where the service is being provided. The current schedule is 11.5 hours per week. The work hours will be flexible to accommodate meetings and special events.

3. Attendance at EDC Board approved, authorized or mandated seminars, conferences, classes, demonstrations, trade shows and events, conventions, community activities, events and meetings, such as Local Chamber of Commerce, Rotary, Michigan Municipal League, City Council Meetings; City Commission Meetings, such as the Planning and Zoning Commission, Economic Development Corporation, and other similar activities and events shall be included or count towards the required work hours indicated in paragraph 2 above and shall be paid accordingly. Should the Employee desire to attend a seminar, conference, trade show, convention or other such event and have the time and/or cost of such event paid for by the EDC under this section, the Employee shall obtain prior permission from the Board.

4. The Employee acknowledges he shall also serve as the Director of the Downtown Development Authority (hereafter referred to as the "DDA") at a schedule of 28.5 hours per week.

C. Conditions of Employment:

1. Employee acknowledges he may have access to or be provided with confidential information concerning either EDC or the City of Lincoln Park or its employees during the performance of this Contract. Employee specifically agrees he will not, at any time, directly or indirectly, use, disclose or communicate this information to any other person, agency or company. This paragraph shall not prohibit the Employee form disclosing or using such confidential information as may be necessary to perform the required tasks under this Contract.

2. Upon termination, the Employee shall only be entitled to payment for services rendered up to the termination date. Employee shall, immediately, return to EDC or the City of Lincoln Park any and all records, software, equipment or other property of the EDC or City of Lincoln Park, which may be in the possession of the Employee.

3. If during the effective term of this contract, the EDC is dissolved by legislative action of the Lincoln Park City Council or another official

governmental officer or agency, this contract shall be terminated 14 days after such action.

VI. COMPENSATION

For all service rendered by Employee under this Agreement, the EDC shall pay the Employee a yearly salary of 11,499.54. The Employee will not receive pay for overtime work. This position is considered exempt under the Fair Labor Standards Act. (FLSA). The payment shall be made every two weeks.

VII. BENEFITS

Employee shall be provided the Employee Benefits as set forth below. Benefits will be shared pro-rata based on hours worked with the DDA (28.5 hours) and EDC (11.5 hours). The below represents the total benefits provided for both of the two entities, not for each entity separately. In the event employee no longer works for the DDA during the term of this agreement, then both parties agree that EDC will only remain responsible for its proportionate share of the benefits as defined herein (as though employee remained employed by the DDA).

a. The Employee shall have six paid holidays plus 80 hours of vacation annually which must be used in each calendar year. Vacation time shall not accumulate, and will not be paid upon termination.

    a. Paid holidays: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day, July 4.

    b. Unpaid holidays: Day after Thanksgiving, Christmas Eve, New Year's Eve, Martin Luther King Day, President's Day, Veterans Day.

b. Health Insurance: The Employee shall be provided health care coverage in accordance with the City's benefit offerings (currently at 20% employee contribution). The Employee understands and acknowledges that the level of health care, provider of care, and employee contribution is subject to change and that the DDA and EDC will share prorated the employer contribution.

c. The Employee shall be provided with dental/vision coverage.

d. Allowable Reimbursable Expenses include mileage for work related items and attendance at required conferences, meetings, etc., for the EDC will be reimbursed according to the City's expense policy. Other business expenses will be subject to prior approval by the Board.

e. The EDC recognizes the Employee is also employed for 28.5 hours per week by the DDA. All vacation pay and benefits offered to the Employee will be shared among the two entities on a pro-rated basis for hours worked at each entity.

f. In the event of a death in the immediate family, the Employee will be entitled to a three (3) days leave with pay at his/her regular rate, to attend the funeral and related matter.

"Immediate family" as used in this subsection, shall be the Employee's parents, brothers and sisters, parents-in-laws, brothers-in-laws, sisters-in-laws, stepparents, grandparents and grandchildren. If the death in the Employee's immediate family is that of a spouse or child, the bereavement leave provided herein shall be for five (5) regularly scheduled working days with pay at the Employee's regular rate.

g. Jury Duty- The Employee who is called to and reports to jury duty shall be paid by the EDC for each day partially or wholly spent in performing jury duty if the Employee otherwise would have been scheduled to work for the EDC and does not work.

h. Employee receives no retirement benefits.

VIII. EVALUATION

The EDC will evaluate the Employee annually for performance and accessing the level of responsibility taken on by the Employee not specified herein.

IX. NON-DISCRIMINATION

The Employee agrees to not discriminate against any co-worker, citizen, or applicant for employment with respect to any term, condition or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, height, weight, or marital status. Breach of this paragraph will be regarded as a material breach of this contract.

X. NOTICE

Notice from the EDC shall be deemed complete upon the first class mailing of such notice to the Employee at their last address on file with the Commission.

XI. PREVIOUS AGREEMENTS

This Employment Agreement thereto hereby negates all previous agreements and any amendments.

XII. ENTIRE AGREEMENT

This Employment Agreement contains the entire agreement of the parties. It may not be changed orally, by only by an agreement in writing by the parties.

XIII. DISPUTE RESOLUTION

If a dispute arises concerning this Agreement or Employee's employment with the Employer, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan

arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

XIV. SEVERABILITY

If any provision or segment of this contract shall be determined by a court of competent jurisdiction to be unlawful and or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date and year first above written.

GILES TUCKER:

_____

Lincoln Park EDC

BY: George Cretu

BY: _____

BY: _____