

**FIRST AMENDMENT TO LEASE
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY
AT
NORTHWEST SECONDARY SCHOOL**

THIS FIRST AMENDMENT TO LEASE (“First Amendment”) is made as of the 21 day of ~~December~~ 2017, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter “the Board”) and **CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY** (hereinafter “Lessee”).

RECITALS

WHEREAS, the Board and Lessee entered into that certain Lease dated November 30, 2012; and

WHEREAS, the Board and Lessee wish to amend the Lease as set forth below.

NOW, THEREFORE, the parties hereto agree as follows (all capitalized terms used but not defined herein shall have the meaning set forth in the Lease):

1. Section 1.a of the Lease is hereby amended as follows:
“Year Four and Year Five: Entire Building will be utilized” is hereby deleted and replaced with “Year Four: Entire Building will be utilized. Year Five and Year Six: 133,509 square feet of space as shown in Exhibit A will be utilized.”
2. Section 2 of the Lease is hereby deleted and replaced with the following:
2. TERM: The term shall commence on July 15, 2013 and will terminate on June 30, 2019, except either party may terminate the lease by providing the other party 60 day written notice of termination. No notice of termination may be given more than 60 days prior to the end of the academic year. Upon termination, Lessee shall vacate the premises in a manner consistent with the terms and conditions of the Lease.
3. Section 3 of the Lease is hereby deleted and replaced with the following:
3. EXTENSION OF LEASE: The term of this Lease may be extended beyond June 30, 2019 (the “First Extension Period”), provided (i) Carmen has provided the Board written notice of its desire to extend the term of the Lease at least 90 days prior to the end of the Term; (ii) Carmen has received an extension or renewal of its charter contract (the “Charter

Extension”), and (iii) the Board and Carmen have mutually agreed to extend the Lease, then the term of the Lease shall be extended for a period of time not to exceed the length of the Charter Extension. All terms and conditions of this Lease will remain in full effect during the First Extension Period.

4. Section 6.a is hereby deleted and replaced with the following:
 - a. Year one: \$188,100. Year two: \$376,200. Year three: \$564,300. Year four \$752,400. Year five: \$639,540. Year six: \$639,540. Rent shall be payable in twelve (12) equal monthly payments.

5. Section 6.e is hereby added to the Lease:
 - e. Lessee shall receive rent credits based upon Lessee’s completion of Eligible Capital Improvements. Eligible Capital Improvements are defined as items the Board would routinely recognize as refurbishment of existing wall, ceiling, and/or floor finishes; replacement of existing mechanical, electrical, or plumbing systems and/or fixtures. Any change in use modifications including the installation or removal of walls to increase or decrease room sizes will not be considered Eligible Capital Improvements unless an exception is approved by the Board. The rent credit for a particular Eligible Capital Improvement shall be based on the total cost of the Eligible Capital Improvement, amortized over the term of this Lease that remains after the completion of the Eligible Capital Improvement

6. Section 13 is hereby deleted and replaced with the following:

13. ALTERATIONS: Lessee shall make no alterations to the leased space without first obtaining the Board’s written consent which shall not be unreasonably withheld. Should the Lessee desire changes to the leased space, all such work shall be designed and completed by Lessee in accordance with the Board’s guide specs. The Board will approve or deny the Lessee’s request within 60 days of receipt, however the Board will endeavor to approve or deny less complicated proposed alterations in a more expeditious manner. Lessee shall be allowed to provide and install interior signage within the leased space. Lessee, at Lessee’s expense, shall be allowed to provide and install exterior signage provided such exterior signage complies with all applicable laws and regulations. In addition to any other required approvals, all of Lessee’s requests for exterior signage must be approved or denied by the Board within 30 days of receipt and shall not be unreasonably withheld. When approving any alterations proposed by Lessee, Board shall indicate whether Lessee shall be required to remove the improvement at the expiration or termination of the Lease. All such changes will be at the Lessee’s expense. All approved alterations to the leased space shall remain for the benefit of the Board.

7. Except as modified by this First Amendment, the Lease shall continue in full force and effect as provided therein.

[Signatures appear on following page]

**Signature Page to First Amendment of Lease Agreement Between
the Milwaukee Board of School Directors
and
Carmen High School of Science and Technology
at
Northwest Secondary School**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

**LESSOR:
MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

Mark A. Sain
President
Milwaukee Board of School Directors

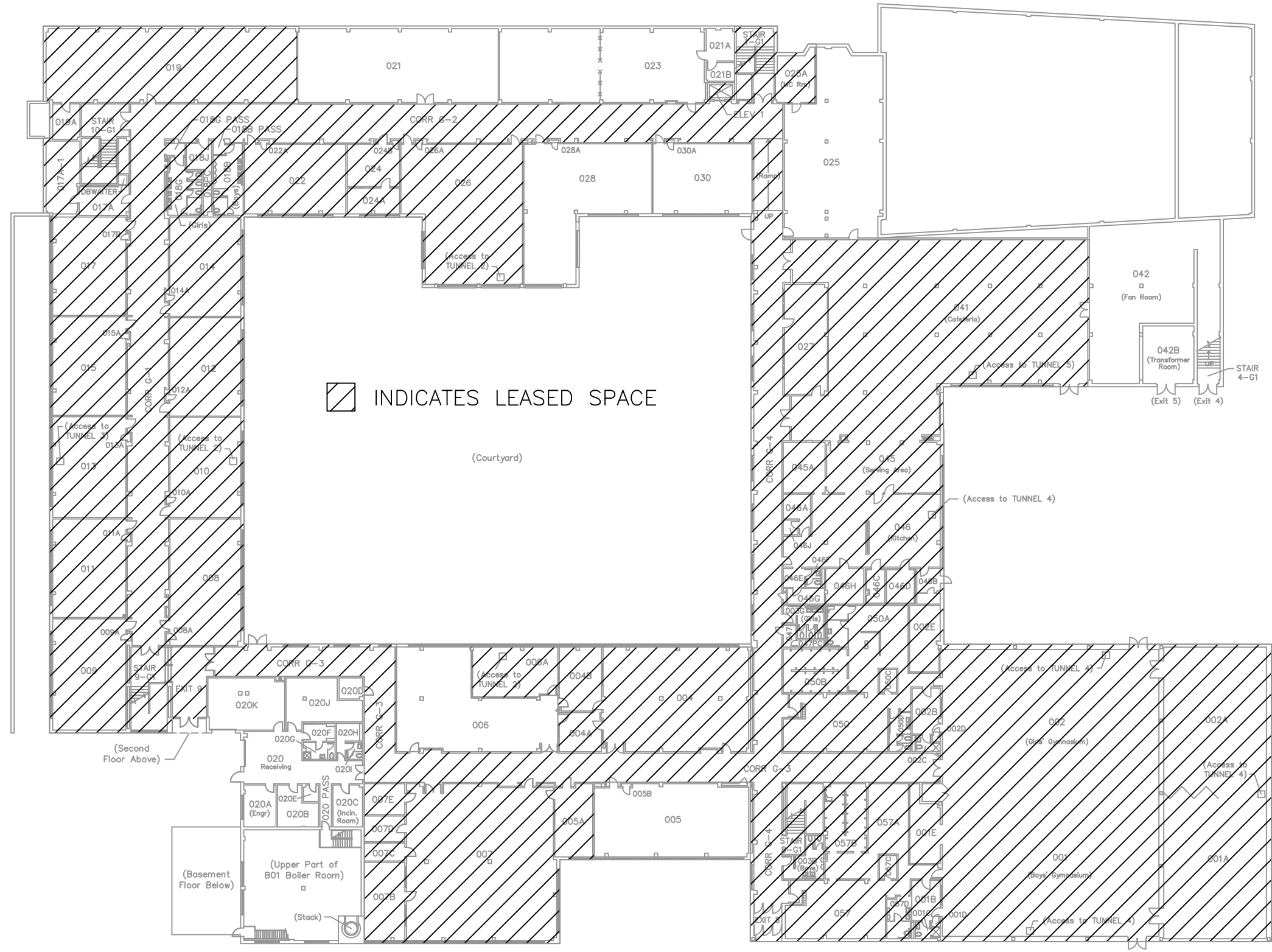
Darienne B. Driver, Ed.D.
Superintendent of Schools

**LESSEE:
CARMEN HIGH SCHOOL OF
SCIENCE AND TECHNOLOGY**

By: Glen Hackmann
Its: Board Chairman

By: Patricia Hoben
Its: Head of Schools

EXHIBIT A



GROUND FLOOR PLAN

SITE NO: 053 - NORTHWEST SECONDARY SCHOOL
 5496 N. 72ND STREET, MILW., WI, 53218
 DATE: 10/14/08



Milwaukee Public Schools
 Division of Facilities and Maintenance Services
 1124 North 11th Street
 P.O. BOX 0259
 Milwaukee, Wisconsin 53206-0259
 Phone : 414 265-4500
 Fax : 414 265-4662


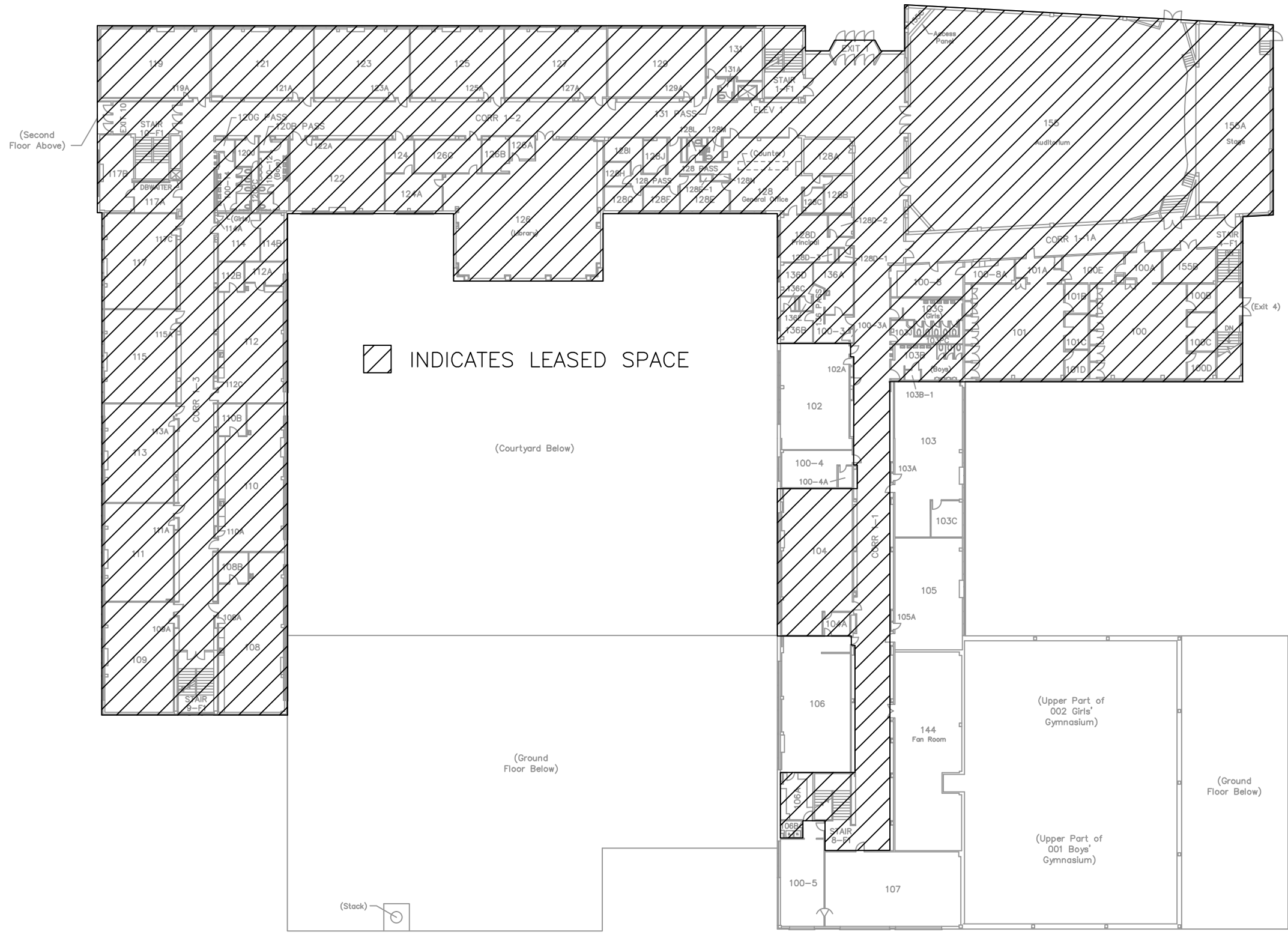


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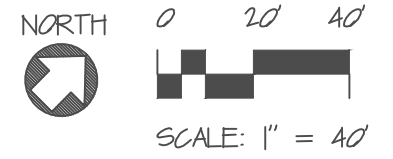
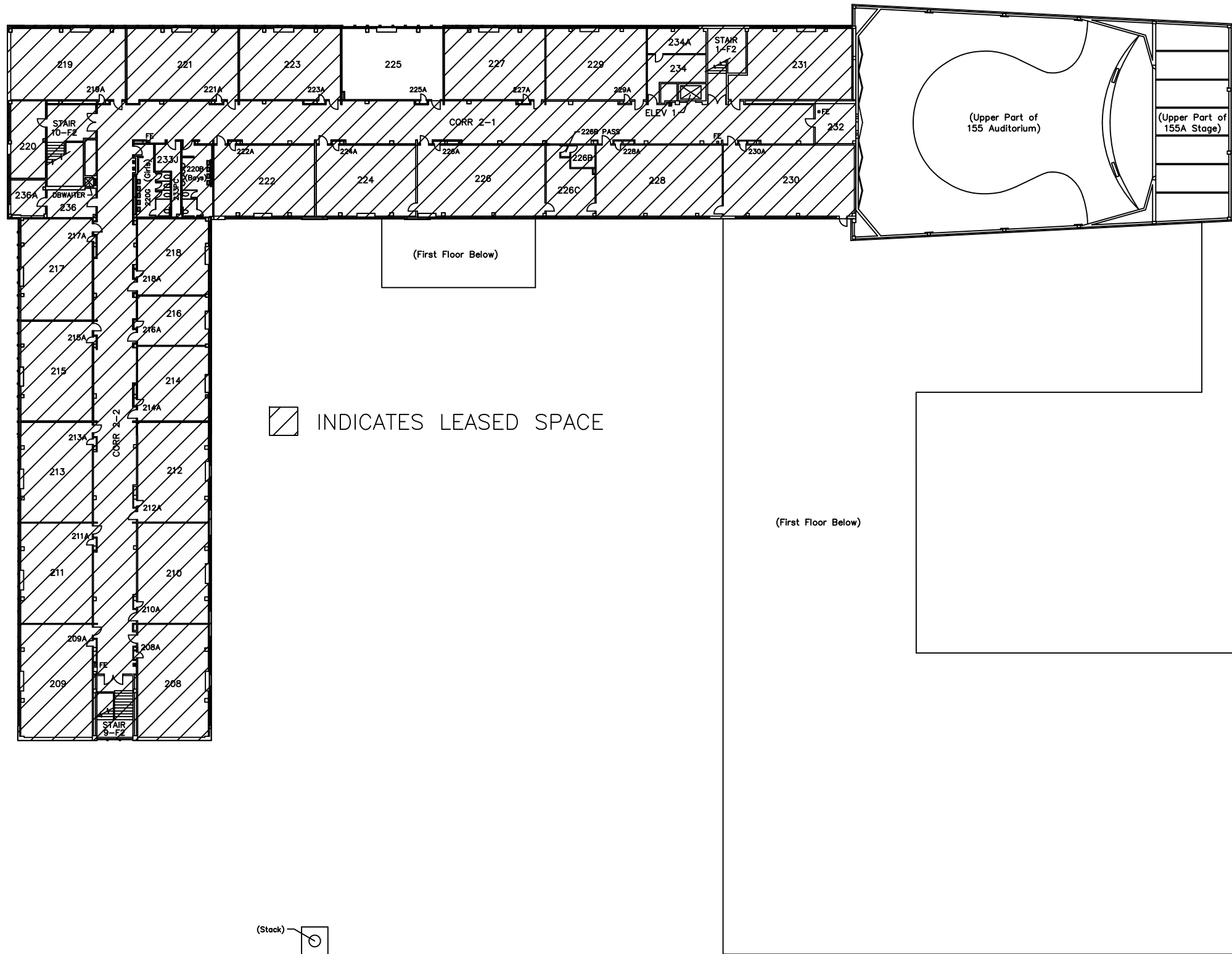
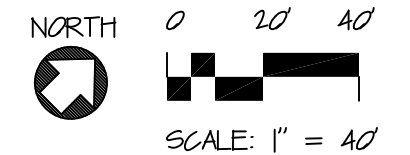


EXHIBIT A



SECOND FLOOR PLAN

SITE NO: 053 - NORTHWEST SECONDARY SCHOOL
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