(ATTACHMENT 2) ACTION ON A REQUEST TO APPROVE THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MILWAUKEE TEACHER EDUCATION CENTER, INC., FOR 65TH STREET SCHOOL BUILDING LOCATED AT 6600 WEST MELVINA

(ATTACHMENT 1) COMMUNICATION FROM THE SUPERINTENDENT OF SCHOOLS REGARDING ACTION ON A FIVE-YEAR LEASE AGREEMENT WITH MILWAUKEE TEACHER EDUCATION CENTER, INC FOR SPACE AT 6600 W. MELVINA

## LEASE AGREEMENT

#### MILWAUKEE BOARD OF SCHOOL DIRECTORS

#### AND

## MILWAUKEE TEACHER EDUCATION CENTER, INC.

THIS LEASE AGREEMENT (this "Lease"), made this <u>1st</u> <u>day of February</u>, 2013 (the "Effective Date"), by and between the City of Milwaukee by its Board of School Directors, a Wisconsin Statutory Corporation (the "Board"), and Milwaukee Teacher Education Center ("MTEC") (the "Lessee").

1. <u>PREMISES</u>: The Board does hereby demise and let to Lessee for the Term (as specified in Section 2 of this Lease) the real property commonly known as 6600 West Melvina Street in the City of Milwaukee, Milwaukee County, State of Wisconsin (the "Premises"), which Premises are more particularly described on the Attachment 1 annexed to and hereby made a part of this Lease. The Premises shall also include (and hence shall be demised and let to Tenant together with, and as part of, the Premises) all appurtenances, improvements, furnishings, fixtures, equipment, and other property that remain in the Premises when the Term commences. The Board makes no representations or warranties as to the condition of the appurtenances, improvements, furnishings, fixtures, equipment, and other property.

Lessee acknowledges that a portion of the Premises is used by the City of Milwaukee Election Commission ("Election Commission") as a polling place during all elections held in the City of Milwaukee, and agrees to cooperate with the Board and the Election Commission and make any necessary adjustments to Lessee's use of the Premises to allow for the Election Commission's use of the Premises as a polling place.

- 2. <u>TERM:</u> The term of this Lease (the "Term") shall commence on July 1, 2013 (the "Commencement Date") and will terminate on June 30, 2018. Upon termination, Lessee shall vacate the Premises in a manner consistent with the terms and conditions of this Lease.
- 3. <u>TERMINATION</u>: If Lessee's charter school contract shall at any time be modified to expand the grade array that may be served by MTEC beyond the grades that are, as of the Effective Date, authorized by the Lessee's charter school contract, then Lessee shall thereafter have the right to terminate this Lease at any time during the remaining Term by delivering written notice of such termination to the District not less than sixty (60) days before the effective date of such termination. Moreover, if Lessee shall not, by July 1, 2013, have confirmed at least 280 FTE eligible pupil enrollments into the school authorized by Lessee's charter school contract, then Lessee shall have the right immediately, and without further liability of any kind, to terminate this Lease by delivering written notice of such termination to the Board not later than July 3, 2013. Lessee and District may mutually agree to terminate this Lease at any time.
- 4. <u>SUBLEASE:</u> Lessee shall not have the option to sublease any portion of the Premises.

- 5. <u>USE OF THE PREMISES</u>: Lessee agrees to use the premises for the operation of a non-instrumentality charter school in accordance with the proposal submitted to the Board of School Directors. Such business shall be operated at all times in a reputable and first-class manner so as not to injure the reputation of the Board. Lessee shall provide any and all resources, equipment, and/or personnel required to achieve such a reputable operation. Lessee agrees that should its use of the premises cease to be for a non-instrumentality charter school, then Lessee's rental fee shall be recalculated as provided in Section 6.d below.
- 6. <u>RENTAL</u>: Lessee shall pay an annual rental fee to the Board at the following annual rates:
  - a. Year 1: July 1, 2013-June 30, 2014: \$295,640 Year 2: July 1, 2014-June 30, 2015: \$334,540 Year 3: July 1, 2015-June 30 2016: \$373,440 Year 4: July 1, 2016-June 30, 2017: \$412,340 Year 5: July 1, 2017-June 30, 2018: \$412,340

Rent shall be payable at the specified annual rates in twelve (12) equal monthly payments, each of which payments shall be due on or before the first day of each month during Term.

- b. First and Last months' payment is due five (5) days prior to the Commencement Date.
- c. Rent is to be paid by certified or cashiers check and mailed to: Facilities and Maintenance Services, 1124 North 11th Street, Milwaukee, Wisconsin 53233, Attention: Director.
- d. If, as provided in Section 5, Lessee should cease to use any part of the space for a non-instrumentality charter school, then Lessee's rental fee shall be re-calculated at a rate of \$12.00 per square foot, based on an agreed premises area of 54,776 square feet. Any calculation of rent triggered under section 5 shall also include a 3% cost increase for the year in which such change occurs, thereafter increasing by three percent (3%) per year for each remaining year the Lease is in force.
- 7. <u>COVENANT OF TITLE</u>: The Board herein warrants that there are no existing restrictions which may deny Lessee the use and occupancy of said Premises or restrict its use thereof. Lessee is solely responsible for obtaining the required occupancy permit from the City of Milwaukee and any required approvals of the Board of Zoning Appeals.
- 8. <u>BOARD'S RIGHT TO ENTER:</u> The Board or the Board's agents shall have the right at all times during business hours to enter the Premises to examine the same and make repairs consistent with the Board's routine maintenance, repair, and upkeep of the Premises. In addition, the Board or its agents shall have the right to enter during business hours, to conduct quarterly inspections to insure compliance with the lease agreement. The Board or the Board's agents shall provide reasonable advance notice for any site visit or other entry to the Premises for reasons other than routine maintenance, repair, upkeep, or inspection of the Premises.
- 9. <u>COVENANT OF QUIET ENJOYMENT:</u> The Board hereby covenants that Lessee, upon paying the rent above stipulated and performing all and singular the covenants and conditions of this Lease on its part to be performed, shall and may peaceably and quietly have,

hold and enjoy the Premises for the Term, free from molestation, eviction or disturbance by the Board, or by any other person or persons lawfully claiming the same, and that the Board has good right to make this Lease for the full Term thereby granted, including the period for which the Board has the right to effect a renewal hereof.

- 10. DAMAGE TO PREMISES: In the event of damage or injury to the Premises, or any part thereof, by fire or other casualty such that the Premises are rendered unusable for the Permitted Use, the Board shall have five (5) days after the loss within which to notify Lessee in writing of the Board's intention to repair and restore the Premises without terminating this Lease. In the event said notice of intent to repair the damage is not received within five (5) days, then and in such case, either party hereto upon written notice to the other party may terminate this Lease by delivering written notice of such termination within thirty (30) days after the pertinent loss, which notice shall be effective as of the date of the pertinent casualty. If (i) in the event of damage or injury to the Premises permitting termination under this Section 10, the indicated thirty (30) day period shall expire and neither party to this Lease shall have timely delivered the contemplated notice of termination, or (ii) in the event of any damage or injury to the Premises that shall not rise to the level permitting termination of this Lease under this Section 10, then (in either such event) the Board may, as its sole cost and expense, promptly thereafter restore the Premises. If the Board chooses to restore the Premises, then the Board shall commence and complete restoration as expeditiously as possible, and the Lessee shall have no claim against the Board for any loss due to the condition of the Premises during the repair and restoration period.
- ordinances of the City of Milwaukee in regard to cleaning the sidewalk in front of the Premises hereto, and all lawful orders, rules and regulations of the proper health officers of said City. The Board (as to the Premises and its covenants and obligations hereunder) and the Lessee (as to its operation upon the Premises according to this Lease) shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, and City government and of any and all their departments and bureaus applicable to said Premises for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with said Premises during said Term, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters of the State of Wisconsin.

Lessee shall not lonowingly do, or permit anything to be done, which will violate any Federal, State, or City statute, ordinance, rule, order, regulation, or requirement affecting its occupancy. The Lessee may, at its own expense, and by appropriate legal proceeding, contest the validity, in whole or part, of any such statute, ordinance, rule, order, regulation, or requirement provided that neither the Board or the Premises shall be placed in danger of civil or criminal liability or imposition of any lien by the Lessee's failure to comply.

12. ENVIRONMENTAL POLLUTANTS: Lessee shall not (either with or without negligence) cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials (as hereinafter defined) upon or from the Premises. Lessee, its agents, contractors, invitees, students, shall not bring in or onto the property, Premises, or knowingly allow the storage or use of such substances or prevailing in the industry for the storage and use of such substances or materials. For the purposes of this Section, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conversation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. seq.); the Comprehensive Environmental Response, compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials

Transportation Act, 49 U.S.C. Sec 1801, et seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

Lessee, in the operation of school laboratories and science classes, and the handling and storage of chemicals used thereof, agrees to comply with the provisions, safety standards, standard operating procedures, control measures, and management practices contained in OSHA's Laboratory Safety Standard – 29 CFR 1910.1450, "Occupational Exposures to Hazardous Chemicals in Laboratories" (the "Laboratory Safety Standard"). As part of the Laboratory Safety Standard, Lessee is required to develop and implement a comprehensive chemical hygiene/laboratory safety plan that incorporates the provisions found in 29 CFR 1910.1450. As part of the plan, Lessee agrees to develop and maintain an inventory of all chemicals stored on site, and a complete file of Material Safety Data Sheets pertaining thereto. Prior to occupancy, a completed plan must be codified and fully implemented. Lessee agrees to submit to the Board (via the Division of Facilities and Maintenance Services of the Milwaukee Public Schools) a complete copy of their Laboratory Safety Plan. The Board reserves the right to exclude from the site chemicals, which are deemed detrimental to the welfare of the occupants.

If any governmental agency shall ever, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then all of the reasonable costs thereof shall be reimbursed by the Lessee to the Board upon demand. Lessee shall execute affidavits, representations and the like from time to time at Board's request concerning Lessee's best knowledge and belief regarding the presence or release of Hazardous Materials on the Premises, or the introduction of Hazardous Materials onto the Premises, by Tenant.

Lessee shall unconditionally indemnify and hold harmless the Board, its officers, employees, agents, successors, and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair, cleanup, detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Premises) (collectively, the "Claims and Costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage, or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Premises for which the Lessee, its agents, contractors, or invitees are responsible, or (ii) the migration of Hazardous Materials caused by Lessee from the Leased premises to any other property or onto the school property, of (iii) the treatment, disposal or storage of Hazardous Materials or the transportation of Hazardous Materials from the Leased Premises by Lessee, its agents, contractor or invitees; or (iv) the incorporation by the Center of any Hazardous Materials in the Premises. The foregoing indemnification shall survive the expiration or earlier termination of this Lease.

#### 13. ALTERATIONS:

a. Lessee shall make no structural alterations to said Premises, nor any alterations to any of the mechanical, electrical, or plumbing systems of the same. Should the Lessee desire to make any structural alteration to the Premises (or to any of the mechanical, electrical, or plumbing systems of the same), and if Board agrees, then all such work will be designed and completed by the Board on a reimbursed basis. Lessee shall be allowed to provide interior signage for installation by the Board. At the end of the expiration of the Term, the Board may at its discretion direct the Lessee to restore the Premises to the condition that existed on the Effective Date, which restoration shall be at the Lessee's expense. All other alterations to said shall remain for the benefit of the Board.

b. Notwithstanding the foregoing, the Board acknowledges that, in light of the curriculum focus of the Charter School to be operated by Lessee pursuant to the Charter School Contract, the Board shall make a good faith effort to work with the lessee to implement "green infrastructure" building and grounds enhancement projects to facilitate science learning, as well as sustainable practices should the lessee receive grants or funding to support these "green infrastructure" projects. Examples of potential green infrastructure buildings and ground enhancement projects that may be implemented are the following: urban farming projects; green roof projects; and green stormwater management projects. Enhancement projects will be consistent with Charter School's academic program, as outlined in the Charter School Contract.

14. <u>REPAIRS AND VANDALISM</u>: The Board shall take good care of the Premises and, at its own cost and expense, make all repairs thereto, including structural repairs or replacements unless the need therefore was caused by the Lessee, the Lessee's agents, employees, contractors, students, invitees or licensees, in which case the Lessee shall reimburse the Board for the reasonable costs incurred by the Board to complete such repairs. At the end of the expiration of the Term, Lessee shall deliver up the Premises in the same condition as on the Effective Date, reasonable wear and tear and damage by casualty or condemnation alone excepted. General maintenance of building will be the responsibility of the Board.

Notwithstanding the foregoing, Lessee alone shall maintain and repair, at its sole cost and expense, any improvements installed or caused to be installed by the Lessee. In addition, notwithstanding the foregoing, Lessee shall be individually responsible for the reasonable cost of repairs required by any vandalism to the Premises that shall be caused by Lessee, its students, agents, contractors, or invitees. The Board shall complete all repairs required as a result of vandalism. Lessee shall immediately report any vandalism to the school engineer.

15. <u>INSURANCE:</u> Throughout the Term of this Lease, Lessee will carry the following insurance:

(1) Worker's Compensation and Employers Liability

--Worker's Compensation

Statutory Limit

-- Employers Liability

Bodily Injury by Accident Bodily Injury by Disease \$100,000 each accident \$500,000 each employee \$500,000 policy limit

The Workers Compensation policy shall be modified to include a Waiver of Subrogation Endorsement in favor of the Board.

(2) Commercial General Liability

Bodily	Injury/Propert	y Damage
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--Fire Damage Legal Liability (following form with the umbrella insurance) Medical Expense Limit

(3) Excess Liability Insurance (umbrella insurance)

\$1,000,000 per occurrence \$2,000,000 aggregate

\$ 50,000 each incident

\$ 5,000 any one person

\$1,000,000 per occurrence \$5,000,000 aggregate WAS COMPANY OF THE CONTRACT OF

The Board is to be named as an additional insured under Lessee's Commercial General Liability Insurance and other appropriate policies throughout the Term. All insurance coverage for the additional insureds shall be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insureds is excess and non-contributing with any insurance required hereunder. A Certificate of Insurance evidencing the aforementioned insurance requirements is required to be provided to the Board before any services are to commence under this Lease. Said certificate is to include sixty-day (60) advance notice prior to change, termination, or cancellation of insurance coverage.

The indemnification obligation under this Lease shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions. Under no circumstances is the Board's recovery limited due to the fact that it is named as an additional insured under the Lessee's insurance policy as listed above.

The Board shall be responsible for property insurance covering the Premises. The Lessee shall be responsible for insurance covering all of Lessee's contents and improvements while on site during the Term. The Board shall not be responsible for any damage, loss, vandalism, or theft of Lessee's improvements, equipment, supplies, materials, or personal property including personal property or belongings of its invitees.

It is the intention and agreement that Lessee shall carry such insurance as contemplated herein and shall look to its insurer for reimbursement of any such loss, and further that the insurer involved shall have no subrogation rights against the Board. Lessee shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the Board.

16. <u>INDEMNIFICATION</u>: Lessee shall defend, indemnify, and hold harmless the Board, its agents, employees, volunteers, and officers against any and all claims, demands, actions and causes of actions and resulting liability, loss damages, costs and expenses for injury to persons and damages to or loss of physical property to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of Lessee, its employees, officers, students, invitees, agents, and volunteers who participate in the activities covered by this Lease.

In accordance with applicable laws, the Board shall be responsible for defending and paying judgments on behalf of its directors, officers, employees, and agents while acting within the scope of their employment or agency for any claims that may arise out of the Board's negligence, or out of its intentionally wrongful act or omission, for acts, policies, or directives that affect the activities covered by this Lease.

Lessee and the Board each agree to promptly notify the other by phone and in writing as soon as reasonably practical of any incident involving any of the other's employees, officers, students, invitees, agents, or volunteers, which may result in action against the other.

17. <u>UTILITIES</u>: In consideration of the rental payment under Section 6.a of this Lease, the Board shall bear the cost of all electricity, gas, water, and sewer supplied, to the Premises. Lessee will pay for the installation, maintenance, and service of telephone lines and internet connections for the Premises.

# 18. MAINTENANCE AND CLEANING AND SAFETY SERVICES:

- a. In consideration of the rental payment by Lessee under Section 6.a., the Board shall provide customary daily maintenance and general cleaning services for the Premises, doing so (i) in the same fashion and according to the same standards and practices under which the Board shall clean and maintain school buildings in which it conducts its own programs and (ii) as necessary to keep the Premises in good operating condition, sufficient to safely and competently undertake the Permitted Use, and in compliance with any statutes, laws, codes, regulations, ordinances, orders, rules, bylaws, administrative guidelines, requirements, directives and actions of any federal, state or local governmental, and other legal requirements of whatever kind or nature that are applicable to the Premises.
- b. The Board shall provide and maintain a remotely monitored intrusion alarm system for the Premises, and shall issue (not later than the Effective Date) up to three (3) pass cards to Lessee for access to the Premises. Lessee will be charged \$100 per occurrence for failing to properly arm/disarm the system and for every false alarm caused by the Lessee, its employees, and officers.
- 19. <u>DEFAULT BY LESSEE</u>: Each and every of the following will constitute default of this Lease and result in its automatic termination:
  - a. Failure to pay rent when due, if the failure is not cured within *five (5)* days after written notice of such failure has been given to Lessee by the Board; or
  - b. Failure to perform any other terms or conditions of this Lease, which are the responsibility of Lessee, if the failure is not cured within <u>five (5)</u> days after written notice by the Board. If the failure is caused by events beyond the Lessee's reasonable control, the Lessee shall so inform the Board and shall use due diligence to cure the default as soon as feasible and shall not be considered in default; or
  - c. Vacating or abandoning the Premises in excess of <u>five (5)</u> days without previously notifying the Board in writing; except that a temporary closing for remodeling or repairs, or for any scheduled break •r holiday, shall not be deemed vacation or abandonment; or
  - d. Adjudgement as a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of the Lessee under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of the State of Wisconsin, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within *fifteen (15)* days from the date of the entry or granting thereof; or

- e. Filing or admitting the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or the Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition of evidence; or
- f. Assignment for the benefit of creditors or application for or consent to the appointment of a receiver for Lessee; or
- g. An assignment, transfer, conveyance or other disposition of its interest in the Premises without the express written consent of the Board; or
- h. Violation of Article 12 Environmental Pollutants.

Additionally, after having obtained permission from a court of competent jurisdiction, the Board may re-enter the Premises, remove all persons and property therefrom, and store such property in a public warehouse at the sole cost of the Lessee, without becoming liable for any loss or damage, except for loss of damage resulting from willful or negligent acts of the Board, its employees or agents, and such re-entry will not release the Lessee from liability hereunder.

20. <u>DEFAULT BY BOARD</u>: The Board shall not in any event be in default under this Lease unless the Board shall neglect or fail to perform any of its obligations hereunder and shall fail to remedy the same within thirty (30) days after notice to the Board specifying such neglect or failure, or if such failure is of such a nature that the Board cannot reasonably remedy the same within such thirty (30) day period, the Board shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity. The Lessee shall have all rights and remedies available or in equity with respect to such default, including (without limitation) through actions for damages or injunctive or declaratory relief.

#### 21. ADDITIONAL TERMS:

- a. Lessee is responsible for the conduct of its employees, students, participants, guests and invitees.
- b. Intoxicating liquor, weapons, and illegal substances, in any form, will not be allowed on the Premises. Also, no smoking is allowed on the Premises.
- c. Lewd conduct will not be tolerated.
- d. Lessee will report any repairs or maintenance needed to equipment or facilities to the school engineer within 24 hours.
- e. Lessee is to abide by the School Safety Plan that is developed for the facility.
- 22. <u>NOTIFICATIONS</u>: All communications and notifications shall be made to the addresses shown below by U.S. Mail or other express carrier, addressed as follows:

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To Lessor:

Milwaukee Board of School Directors

Milwaukee Public Schools 1124 North 11th Street Milwaukee, WI 53233-1414

Attention: Director

To Lessee:

Milwaukee Teacher Education Center, Inc.

6600 West Melvina Street

Milwaukee, WI Attention: Director Copies to:

Milwaukee Board of School Directors

Milwaukee Public Schools 5225 West Vliet Street, Room 1

Milwaukee, WI 53202

Attention: Director Procurement

Services

Copies to:

Quarles & Brady LLP

411 East Wisconsin Avenue

Suite 2350

Milwaukee, WI 53202

Attention: Michael J. Ostermeyer

or at such other address as either party may hereafter designate in writing. Service of any such written notice shall be deemed complete at the time of personal delivery or within three (3) days after mailing as provided above.

- 23. <u>HOLDOVER</u>: In the event the Lessee remains in possession of the Premises after the expiration of this Lesse, the Lessee shall be deemed to be occupying the Premises on a month-to-month basis. All other obligations contained herein shall continue to be applicable except the Lessee shall pay monthly rent equal to twice the amount of the original Term, but in no case shall continue beyond sixty (60) days. In addition, all damages sustained by the Board as a result of the holdover shall be the sole responsibility of the Lessee.
- 24. <u>PROVISIONS OF SCHOOL NUTRITIONAL SERVICES</u>: No meal services will be provided by MPS unless the tenant has entered into a food service agreement at least 60 days prior to the start of meal services
- 25. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument and in writing executed by the parties or their successors in interest. The terms, covenants and conditions contained in this Lease and any riders and plans attached hereto shall bind and inure to the benefit of the Board and the Lessee and their respective successors, heirs and legal representatives and assigns.

[Signatures begin on next page.]

This Lease was signed on the Effective Date, with all terms beginning July 1, 2013. In witness whereof, the parties hereunt• set their hands and seals the day and year first above written.

LESSOR:

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Michael Bonds, Ph.D.

President

Gregory E. Thornton, Ed.D. Superintendent of Schools

LESSEE:

THE MILWAUKEE TEACHER EDUCATION CENTER, INC.,

a Wisconsin nonstock corporation

Name Alisia Mi

Title: MTEC Executive Director

CA Doc #188549

## Attachment 1

# Legal Description of the Premises

Lots 4 to 17, inclusive, in Block 2, all of Block 3, and the vacated street and alleys adjoining, Capitel Manor, being a part of the Northeast ¼ of Section 10, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.

More commonly known as 6600 West Melvina Street (tax key number 265-0126-000) and 6513 West Capitol Drive (tax key number 265-0137-000)