THIRD AMENDMENT TO LEASE BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS AND CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY AT CASIMIR PULASKI HIGH SCHOOL

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is made as of the _____ day of _____, 2021, 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 April 21, 2016; and

WHEREAS, the Board and Lessee entered into that certain First Amendment to Lease dated June 29, 2017; and

WHEREAS, the Board and Lessee entered into that certain Second Amendment to Lease dated January 24, 2019

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 2 of the Lease is hereby deleted and replaced with the following:

<u>2. TERM</u>: The term shall commence on July 1, 2021 and will terminate on June 30, 2026, 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.

2. Section 3 of the Lease is hereby deleted and replaced with the following:

<u>3. EXTENSION OF LEASE</u>: The term of this Lease may be extended beyond June 30, 2026 (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.

- 3. Section 6.a is hereby deleted and replaced with the following:
 - a. 2021-2022: \$490,836. 2022-2023: \$500,653. 2023-2024 \$510,666. 2024-2025: \$520,879. 2025-2026: \$531,297. Rent shall be payable in twelve (12) equal monthly payments. Each lease year, the parties shall negotiate in good faith whether to adjust the amount of the rental increase in subsequent lease year(s). Any such adjustment shall be mutually agreed upon and reduced to writing.
- 4. Except as modified by this Third Amendment, the Lease shall continue in full force and effect as provided therein.

[Signatures appear on following page]

Signature Page to Third Amendment of Lease Agreement Between the Milwaukee Board of School Directors and Carmen High School of Science and Technology at Casimir Pulaski High 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

Robert E. Peterson President, Board of School Directors

Keith P. Posley, Ed.D. Superintendent of Schools

LESSEE: CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY

Ivan Gamboa Chair-Board of Directors