

(ATTACHMENT 1) ACTION ON A REQUEST TO APPROVE THE FIRST AMENDMENT TO EXTEND THE LEASE AGREEMENT WITH ASSATA PARTNERSHIP SCHOOL AT THE 35TH STREET BUILDING LOCATED AT 3517 WEST COURTLAND AVENUE.

**FIRST AMENDMENT TO LEASE
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
ASSATA**

THIS FIRST AMENDMENT TO LEASE (“First Amendment”) is made as of the 26 day of May, 2016, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter “the Board”) and **ASSATA** (hereinafter “Lessee”).

RECITALS

WHEREAS, the Board and Lessee entered into that certain Lease dated June 28, 2013; 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 1a.1. is deleted and replaced with the following:

1. Rooms: 02, 04, 10, 100, 100A, 101, 101A, 102, 102A, 104, 104A, 109, 109A, 109B, 109C, 109D, 110, 111, 111A, 112, 112A, 200, 201, 202, 202A, 204, 207, 207A, 210, 210A, Stair 1, Stair 2 and respective corridors with shared use of the gymnasium and cafeteria; totaling 21,270 square feet (“the Premises”) for the period of July 1st, 2016 through June 30th, 2018: at 35th St. School, located at 3517 West Courtland Avenue during the hours of 6:30 a.m. to 6:30 p.m. seven days a week. Lessee shall have access to the shared use spaces as outlined in Exhibit A.

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

2. **TERM:** The term shall commence on July 1st, 2016 and will terminate on June 30, 2018. Either party may terminate the lease by providing the other party 60-day written notice of termination. Notice of termination may not 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 is hereby deleted and replaced with the following:

3. **EXTENSION:** Subject to Board approval Lessee and Board shall have the mutual option to extend this lease of the demised Premises for one (1) additional three year term, contingent upon Lessee’s continued operation as a Partnership School. If there are revisions to the partnership contract resulting in either an increase or decrease in the size of the program, then the rent amount owed under

Section 6 of this Lease will be adjusted based on the increase or decrease in size of the Leased Premises.

4. Section 6.a. is hereby deleted and replaced with the following:
 - a. The first years rental amount shall be \$90,442 payable in twelve (12) equal monthly payments. The annual rental amount for year two shall be \$91,347; payable in twelve (12) monthly payments.
5. Except as modified by this Second Amendment, the Lease shall continue in full force and effect as provided therein.

[Signatures appear on following page]

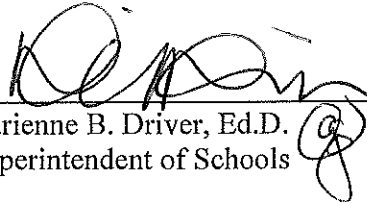
**Signature Page to Second Amendment of Lease Agreement Between
the Milwaukee Board of School Directors
and
Assata**

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:
ASSATA**



Carlotta Pritchett, Principal/Director
Assata High School