

**SECOND AMENDMENT TO LEASE  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
ASSATA  
For  
35th Street School  
Located at 3517 West Courtland Avenue**

**THIS SECOND AMENDMENT TO LEASE** (“Second Amendment”) is made as of the \_\_\_ day of \_\_\_\_\_, 2018, 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 entered into that certain First Amendment to Lease dated May 26, 2016; 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.1 of the Lease is hereby 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, 201A, 202, 202A, 204, 207, 207A, 210, 210A, Stair 1, Stair 2 and respective corridors with shared use of the gymnasium and cafeteria; totaling 24,038 square feet (“the Premises”) for the period of July 1st, 2016 through June 30th, 2018: at 35th St. School.
2. Section 1.a.4 of the Lease is hereby deleted and replaced with the following:
  4. Any space not included in the Leased Premises shall not be leased for a use that is incompatible with Lessee’s use of the Leased Premises. Should the Board lease space not included in the Leased Space to a third party, then Lessee and the third party shall develop a plan for the shared use of the cafeteria, gymnasium, [and parking lot and playground.]
3. The text below is hereby added as Section 1.a.5 to the Lease:
  5. Lessee shall be entitled to use the parking lot. However, should the Board lease space not included in the Leased Premises to a third party, Lessee’s use of the

parking lot shall be coordinated with the third party such that both Lessee and the third party shall be entitled to use an equitable number of spaces in the parking lot.

4. Section 2 of the Lease is hereby deleted and replaced with the following:  
  
2. TERM The term shall commence on August 1, 2013 and will terminate on June 30, 2021. Either party may terminate the lease by providing the other party 60 days 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 this Lease.
5. Section 3 of the Lease is hereby deleted.
6. Section 6.a. is hereby deleted and replaced with the following:
  - a. The first year rental amount shall be \$106,095 payable in twelve (12) equal monthly payments. The annual rental amount for year two shall be \$108,217 payable in twelve (12) equal monthly payments. The annual rental amount for year three shall be \$110,382 payable in twelve (12) equal monthly payments.
7. 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 First Amendment of Lease Agreement Between  
the Milwaukee Board of School Directors  
and  
Assata  
For  
35<sup>th</sup> Street School  
Located at 3517 West Courtland Avenue**

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

**LESSOR:  
MILWAUKEE BOARD OF  
SCHOOL DIRECTORS**

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Mark A. Sain  
President  
Milwaukee Board of School Directors

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

**LESSEE:  
ASSATA**

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Carlotta Pritchett, Principal/Director  
Assata High School