

**Amendment I to Lease Agreement
for the
HIGHER GROUND RESOURCE CENTER—TUSD
AT FORMER WAKEFIELD MIDDLE SCHOOL**

This amendment relates to the Lease dated July 22, 2013 between Tucson Unified School District (District or Lessor) and Higher Ground Resource Center (Lessee) for the former Wakefield Middle School.

Lessor and Lessee have agreed to amend the lease as follows:

3.c. **Lease Term:** The Lease Term shall commence as of the Lease Term Commencement Date and shall continue thereafter for a period of: **three (3) years**. Tenant shall also have two options to renew for One-year Terms for each option period. These options shall be by mutual agreement between Landlord and Tenant, which shall be initiated 180 days prior to the end of the lease term which is current at the time and shall be executed no less than 90 days prior to the end of that term.

3.d. **Lease Term Commencement Date:** March, 1 2016

3.e. **Minimum Annual Rent (Section 4):** In the recognition that both parties share the common interest of the academic and personal success of TUSD students, the minimum rent shall be one dollar (\$1.00) annually plus a management fee as stipulated in Section 7.f.

3.f. **Premises:**

The following portions of the property:

Building A: except the locker rooms, of the former Wakefield Middle School, located at 101 West 44th Street, consisting of approximately 26,570 square feet of building space ("Premises") as shown in Exhibit A revised 1-11-16 attached.

Building B: Second floor of Building B consisting of approximately 9,447 square feet of building space.

Building C: Rooms C202, C204, C208, C209 and C214 consisting of 3,545 square feet of building space.

Comprising a total of 39,362 square feet of building area as shown on revised **Exhibit A** attached.

Lease is inclusive of all items and Fixtures, Furniture, and Equipment (FF&E) on the Premises as of the commencement of the lease.

7. ADDITIONAL CHARGES — ADJUSTMENTS. Add 7.f.

7.f. A management fee \$824.21 per month based calculated on 5% of the market rent of \$5.00/SF/YR will be paid by the tenant.

11. REPAIRS AND MAINTENANCE.

Revise 11.b. to read

- a. Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair by executing an "acceptance of the premises" letter, which shall be executed prior to possession as attached hereto as **Exhibit B**. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as herein provided with respect to Landlord's obligations) including without limitation, the maintenance of items as listed in **Exhibit C** and maintain them up to current local governing body building codes, heating and air conditioning system (when there is an air conditioning system). Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to the premises or adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

Delete 11.d

21. TENANT'S DEFAULT. Add 21.e and f.

21.e. Tenant occupying other areas of Building C other than those specifically stated in this lease agreement without the written permission of the Landlord.

21.f. Tenant expressly granting permission to other entities or organizations to borrow or occupy areas not included in 3.f Premises.

Revised Exhibit C - Specifics of Maintenance Obligation (attached)

All other terms and conditions pertaining to the Lease will remain the same.

LANDLORD: **Tucson Unified School District**

TENANT: **Higher Ground a Resource Center**

By: _____
Bryant Nodine

Title: Director of Planning Services

Date: _____

By: _____
Jansen Azarias

Title: Executive Director

Date: _____

