

**Amendment II to Lease Agreement
for the
INTERMOUNTAIN CENTER FOR HUMAN DEVELOPMENT AND TUSD
AT FORMER MENLO PARK ELEMENTARY SCHOOL**

This amendment relates to the Lease dated July 6, 2015 between Tucson Unified School District (District or Lessor) and Intermountain Center For Human Development (Lessee) for the former Menlo Park Elementary School.

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

REVISED THE FOLLOWING:

3. LEASE PARTICULARS.

(a) **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~~ **Eight (8) Years**.

(c) **Minimum Annual Rent:** Minimum rent shall be as follows:

Minimum Annual Rent Table

<u>Year</u>	<u>School Year</u>	<u>Sq ft</u>	<u>Rent/Month</u>	<u>Rent/Year</u>	<u>Rent/Sq Ft</u>
1	2015-16	34,388	\$ 8,597.00	\$103,164.00	\$ 3.00
2	2016-17	34,388	\$ 11,462.00	\$ 137,552.00	\$ 4.00
3	2017-18	34,388	\$ 14,328.00	\$ 171,940.00	\$ 5.00
4-8	2018-2023	34,388	\$ 14,328.00	\$ 171,940.00	\$ 5.00

30. ~~COVENANT TO NOT FORM A CHARTER SCHOOL.~~ Tenant agrees that they are prohibited from forming a Charter School on Premises during the term of this lease. Landlord will allow the tenant the option to pursue charter status for ICHD from the State of Arizona during the term of the lease. ICHD will provide to the Landlord financial information as required documenting the addition revenue required to maintain financial viability of the lease.

ALL OTHER TERMS AND CONDITIONS PERTAINING TO THE LEASE WILL REMAIN THE SAME.

LESSOR: **Tucson Unified School District**

LESSEE: **Intermountain Center for Human
Development**

By: _____

Bryant Nodine

Title: Director of Planning Services

Date: _____

By: _____

David Giles

Title: Executive Director

Date: _____