

**AMENDMENT I TO THE LEASE AGREEMENT BETWEEN  
TUCSON UNIFIED SCHOOL DISTRICT  
AND  
THE FLOWERS AND BULLETS COLLECTIVE**

This Amendment I relates to the Lease dated February 2, 2017 for premises at 3538 East Ellington Place, Tucson, Arizona as specified within that Lease Agreement.

WHEREAS, the parties hereto have entered into a lease dated January 1, 2016, for those certain premises described on Exhibit "A" of the Lease, namely, for the first year, the grounds of the former Julia Keen Elementary School located at 3538 East Ellington Place, Tucson, Arizona and, thereafter, for the whole of the property and structures at that location; and,

WHEREAS, Tucson Unified School District (TUSD), "**Lessor**", has an interest in divesting of the property in a fair and equitable manner, while ensuring that the interests of the neighborhood are served; and,

WHEREAS, the Flowers and Bullets Collective (FBC), "**Lessee**", has substantially met requirements of the first year of the lease and has secured support for their project; and

WHEREAS, the parties have an interest in continuing the Lease with modifications;

NOW THEREFORE, the parties hereby amend, modify or change certain portions of said Lease Agreement as follows:

- 3.(a) **Lease Term:** The Lease Term shall commence as of the Lease Term Commencement Date and shall continue thereafter for a period of **six (6) years**. The lease will run in two phases: Phase 1 for the first through fifth years of the Lease Term and Phase 2 for the remaining years of the Lease Term. This agreement shall be automatically renewed for one (1) additional term of five (5) years ("**Renewal Term**") unless either Lessor or Lessee gives notice of intention not to renew not less than ninety (90) days prior to the expiration of the initial term.
- 3.(c) **Minimum Annual Rent:** Minimum rent shall be as follows, with the years starting on the Commencement Date:

**Minimum Annual Rent Table**

<b>Year</b>	<b>Rent/Month</b>	<b>Rent/Year</b>
<b>1</b>	\$ 0.00	\$ 0.00
<b>2</b>	\$ 1,380.00	\$ 16,560.00
<b>3</b>	\$ 1,380.00	\$ 16,560.00
<b>4</b>	\$ 1,700.00	\$ 20,400.00
<b>5</b>	\$ 2,270.00	\$ 27,240.00
<b>6</b>	\$ 3,100.00	\$ 37,200.00

Upon renewal, the rent will increase to \$3,500.00 monthly, \$42,000.00 annually, for the duration of the Renewal Term.

The Minimum Annual Rent may be reduced by up to \$5,000 as credit to Lessee for providing services that support the mission of TUSD and TUSD Food Services. Prior to the start of each rental year Tenant and Landlord shall meet to outline these services and the credit related to them.

Tenant is responsible for the Minimum Annual Rent, NNN expenses and all other expenses related to the Premises.

3.(d) **Premises:** As reflected on **Exhibit A**, there are two main phases to the lease:

(1) For the first phase of the lease, the premises are that portion of the property at **3538 East Ellington Place, Tucson, AZ**, containing approximately 7.6 acres, exclusive of the areas leased to Child and Family Centers and exclusive of the former school buildings and interior courtyard. Lessee may occupy these premises as follows:

<u>Year</u>	<u>Lease Area</u>
2	2 acres
3	2 acres
4	3 acres
5	4 acres

Specific locations of the Lease Areas shall be determined by Lessor and Lessee prior to occupancy.

EXCEPT AS MODIFIED HEREIN, all other terms, covenants and conditions contained in said Lease Agreement, shall remain in full force and effect. This Amendment, along with the original Lease Agreement, constitute the entire agreement between the parties, and integrate and supersede all understanding of agreements, written or verbal, with respect to the same.

IN WITNESS WHEREOF, The parties hereto have affixed their signatures on the day and the year written above.

LESSOR:  
Tucson Unified School District

LESSEE  
Flowers and Bullets Collective

\_\_\_\_\_  
By: Bryant Nodine  
Operations Program Manager

\_\_\_\_\_  
By: \_\_\_\_\_, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_