

(ATTACHMENT 4) ACTION ON A REQUEST TO APPROVE THE THIRD AMENDMENT TO THE LEASE AGREEMENT WITH GREATER HOLY TEMPLE CHRISTIAN LEARNING CENTER, CORP., AT THE 76TH STREET SCHOOL PROPERTY LOCATED AT 5575 NORTH 76TH STREET

LEASE AGREEMENT

MILWAUKEE BOARD OF SCHOOL DIRECTORS

AND

GREATER HOLY TEMPLE CHRISTIAN LEARNING CENTER, CORP.

THIS INDENTURE, made this 30th day of May, 2008, by and between the Milwaukee Public Schools, a public school district organized and existing under Wis. Stat. chapter 119 and under the Constitution of the State of Wisconsin (hereinafter referred to as "the Board") and Greater Holy Temple Christian Learning Center, Corp., a Wisconsin nonstock corporation (hereinafter referred to as "Lessee").

1. **PREMISES:** The Board does hereby lease, demise, and let unto Lessee the main facility and annex building located at 5575 North 76th Street during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday ("Weekday Operating Hours"). The premises have an approximate area of 51,306 square feet. Lessee shall also be permitted to use one classroom during the hours of 9:00 a.m. to 3:00 p.m. on Saturday, and to use the gymnasium from 10:00 a.m. to 2:00 p.m. on Sunday (together, the "Weekend Use Hours"). Lessee shall be permitted to use school facilities beyond the Weekday Operating Hours and Weekend Use Hours only upon written approval of the Division of Facilities and Maintenance Services ("DFMS"). Such written approval must be obtained at least two (2) business days prior to actual usage. Lessee shall also be permitted to use parking lot and playground as shown on Exhibit B during Weekday Operating Hours and the Weekend Use Hours. Any use of these facilities or additional services beyond the normal operation as described in this lease shall be paid on a per use basis in accordance with standard building permit procedures, and all additional services will be billed at a cost to be agreed upon with the Board. Outdoor storage is prohibited.


AND
GYMNASIUM

2. **TERM:** The term shall commence on July 1, 2008, and shall be for seven (7) years, terminating on June 30, 2015. If the Board resolves to reopen all or a portion of the demised premises as a Milwaukee Public School facility, it may terminate this lease upon service of a 365-day written notice to terminate. If such termination date falls within a scheduled academic semester of Lessee, termination will occur at the conclusion of that academic semester. Upon termination, Lessee shall vacate the premises in a manner consistent with the terms and conditions of the lease. This termination provision shall in no way limit the automatic termination of this lease upon default, or any other right the Board may have to terminate this lease.

3. **EXTENSION OF LEASE:** Lessee shall not have the option to extend this lease of the demised premises.

4. **SUBLEASE:** Lessee shall not have the option to sublease any portion of the demised premises.

5. USE OF THE PREMISES: Lessee agrees to use the premises for an elementary school in accordance with the proposal submitted to the Board of School Directors. Such business shall be operated at all times in a reputable, safe and first-class manner so as not to injure the reputation of the Board, including its directors and employees. Lessee shall provide any and all resources, equipment, and/or personnel required to achieve such a reputable operation.

Lessee may also use the premises for worship services during Weekend Use Hours subject to the following terms. Lessee understands that the Board is subject to the strictures of the First Amendment to the United States Constitution respecting “an establishment of religion” and of comparable provisions in article 1, Section 18 of the Wisconsin Constitution (which constitutional provisions are referred to collectively as the “Establishment Clause”). Lessee thus expressly represents and warrants that it shall not act or fail to act with respect to the premises in a manner that would contravene the Establishment Clause. Without limiting the generality of the foregoing, Lessee agrees that, whenever one or more Milwaukee Public Schools students shall be (i) physically present within the premises, and (ii) engaged in any program or activity related to the student’s enrollment in the Milwaukee Public Schools, then Lessee shall not conduct any religious activity or permit any organized religious activity to occur within the premises so occupied by the students. Lessee further agrees that, whenever one or more Milwaukee Public Schools students shall be (i) physically present within the premises, and (ii) engaged in any program or activity related to the student’s enrollment in the Milwaukee Public Schools, then Lessee shall keep the premises clear of religious communications, symbols, and images. The Board and Lessee each recognize that the application of the Establishment Clause to particular situations may present difficult legal questions, and hence agree to act in good faith to resolve Establishment Clause issues that might arise, and to do so with the purpose of avoiding any constitutional violation in connection with Lessee’s use of the Premises.

6. RENTAL: For the first least year, Lessee shall pay to the Board an annual rental fee totaling Five Hundred Twenty Thousand Seven Hundred Fifty-Five and 88/100 dollars (\$520,755.88). For each subsequent lease year, the annual rental fee shall increase by one and one-half percent (1.5%) as shown in the table below. The annual rental fee will be payable in four (4) equal quarterly payments due on or before October 6, December 6, March 6 and June 6 of each lease year.

Lease Year	Dates	Annual Rental Fee	Quarterly Payments
1st	July 1, 2008 to June 30, 2009	\$520,755.88	\$130,188.97
2nd	July 1, 2009 to June 30, 2010	\$528,567.24	\$132,141.81
3rd	July 1, 2010 to June 30, 2011	\$536,495.72	\$134,123.93
4th	July 1, 2011 to June 30, 2012	\$544,543.20	\$136,135.80
5th	July 1, 2012 to June 30, 2013	\$552,711.32	\$138,177.83
6th	July 1, 2013 to June 30, 2014	\$561,002.00	\$140,250.50
7th	July 1, 2014 to June 30, 2015	\$569,417.00	\$142,354.25

Rent is to be paid by certified or cashiers check and mailed to: Facilities and Maintenance Services, 1124 North 11th Street, Milwaukee, Wisconsin 53233, Attention: Director.

7. COVENANT OF TITLE: The Board herein warrants that there are no existing restrictions which may deny Lessee the use and occupancy of said premises or restrict its use thereof. Lessee is solely responsible for obtaining the required occupancy permit from the City of Milwaukee and any required approvals of the Board of Zoning Appeals.

8. BOARD'S RIGHT TO ENTER: The Board or the Board's agents shall have the right at all reasonable times during business hours to enter the demised premises to examine the same and make repairs. In addition, the Board or its agents shall have the right to enter during business hours to conduct quarterly inspections to insure compliance with the lease agreement.

9. COVENANT OF QUIET ENJOYMENT: The Board hereby covenants that the Lessee, upon paying the rent above stipulated and any other amounts required under this lease and performing all and singular the covenants and conditions of this lease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises for the aforesaid term, and for the term of any renewal or renewals hereof, free from molestation, eviction or disturbance by the Board, or by any other person or persons lawfully claiming the same, and that the Board has good right to make this lease for the full term thereby granted, including the period for which the Board has the right to grant a renewal hereof.

10. DAMAGE TO PREMISES: In the event of damage or injury to the demised premises or any part thereof, by fire or other casualty, so that the premises are rendered unusable, the Board shall have five (5) business days after the loss within which to notify in writing its intention to repair and restore the premises without terminating this lease. In the event said notice of intent to repair the damage is not received within five (5) business days, then and in such case, either party hereto upon written notice to the other party may terminate this lease.

If, after the five-day period, the Board decides to restore the premises, work shall commence immediately and be completed as expeditiously as possible and Lessee shall have no claim against the Board for any loss due to the condition of the leased premises during the repair and restoration period.

11. COVENANT TO OBEY LAWFUL ORDERS: The Board agrees to obey all ordinances of the City of Milwaukee in regard to cleaning the sidewalk in front of said demised premises hereto leased and any and all lawful orders, rules and regulations of the proper health officers of said City. The Board and Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, and City government and of any and all their departments and bureaus applicable to said premises for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters of the State of Wisconsin.

Lessee shall not knowingly do, or permit anything to be done, which will violate any Federal, State, or City statute, ordinance, rule, order, regulation, or requirement affecting its occupancy. Lessee may, at its own expense, and by appropriate legal proceeding, contest the validity, in whole or part, of any such statute, ordinance, rule, order, regulation, or requirement

provided that neither the Board or the Premises shall be placed in danger of civil or criminal liability or imposition of any lien by Lessee's failure to comply.

12. ENVIRONMENTAL POLLUTANTS: Lessee shall not (either with or without negligence) cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials (as hereinafter defined). Lessee, its employees, officers, agents, contractors, volunteers, invitees, students, shall not bring in or onto the property, Premises, or knowingly allow the storage or use of such substances or prevailing in the industry for the storage and use of such substances or materials. For the purposes of this Section, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.); the Comprehensive Environmental Response, compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. §9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. §2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. §9601, et. seq.); the Clean Water Act, 33 U.S.C. §1251 et. seq.; the Clean Air Act, 42 U.S.C. §7412, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

Lessee, in the operation of school laboratories and science classes, and the handling and storage of chemicals used thereof, agrees to comply with the provisions, safety standards, standard operating procedures, control measures, and management practices contained in OSHA's Laboratory Safety Standard – 29 CFR 1910.1450, "Occupational Exposures to Hazardous Chemicals in Laboratories."

As part of the Laboratory Safety Standard, Lessee is required to develop and implement a comprehensive chemical hygiene/laboratory safety plan that incorporates the provisions found in 29 CFR 1910.1450. As part of the plan, Lessee agrees to develop and maintain an inventory of all chemicals stored on site, and a complete file of Material Safety Data Sheets pertaining thereof. Prior to occupancy, a completed plan must be codified and fully implemented. Lessee agrees to submit to MPS a complete copy of their Laboratory Safety Plan. MPS reserves the right to exclude from the site chemicals which are deemed to be detrimental to the welfare of the occupants.

If any governmental agency shall ever, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then all of the reasonable costs thereof shall be reimbursed by the Lessee to the Board upon demand. Lessee shall execute affidavits, representations and the like from time to time at Board's request

concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Premises.

Lessee shall unconditionally indemnify and hold harmless the Board, its officers, employees, agents, successors, and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs, and expenses, (including reasonable attorneys' fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair cleanup detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and Costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage, or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Premises for which the Center, its agents, contractors, or invitees are responsible, or (ii) the migration of Hazardous Materials caused by Lessee from the Leased premises to any other property or onto the school property, of (iii) the treatment, disposal or storage of Hazardous Materials or the transportation of Hazardous Materials from the Leased Premises by Lessee, its agents, contractor or invitees; or (iv) the incorporation by the Center of any Hazardous Materials in the Leased Premises.

The foregoing indemnification shall survive the expiration or earlier termination of this Lease.

13. ALTERATIONS: The Lessee shall make no alterations to said premises, including but not limited to interior painting, the installation of air conditioning units, and the construction of a play lot, without the express written consent of the Board. Should Lessee desire to make any such alterations, a request to do so must first be submitted to, and approved by, the Board. In considering Lessee's request, the Board may consider, among other things, the location of the proposed alterations. If approved, the Board may elect to either (a) design and complete the requested alterations on Lessee's behalf on a reimbursed basis; or (b) permit Lessee to design and complete the requested alterations, at Lessee's sole cost and expense. The Lessee shall be allowed to provide signage for installation by the Board.

If the Board elects to permit Lessee to design and construct the requested alterations, prior to beginning such work, the Lessee must first submit plans and specifications to the Board and obtain the Board's written approval of such plans and specifications. In considering the plans and specifications, the Board may consider, among other things, the design of the proposed alterations and the materials to be used. Prior to beginning such work, Lessee must also obtain the Board's written approval of Lessee's contractor(s) that will complete the work. Such contractor(s) must be properly licensed, provide proof of worker's compensation and public liability insurance coverage with adequate coverage amounts as determined in the Board's discretion, and be otherwise acceptable to the Board. Once approval of the plans and specifications and approval of the contractor(s) has been obtained from the Board, Lessee shall promptly commence and thereafter with all due diligence complete the work per the approved plans and specifications. Lessee shall furnish, at Lessee's sole cost and expense, all of the materials, labor, furnishings, fixtures, and equipment for the construction of the alterations. Further, Lessee shall obtain all building permits, licenses, certificates of occupancy (temporary and permanent), and other approvals of any governmental authority to the extent required. The approved alterations shall in every respect be completed and delivered according to the approved plans and specifications, in a good and workmanlike manner, and in all instances fully in compliance with all laws and regulations.

At the expiration or termination of this lease, the Board may at its discretion direct the Lessee to restore the premises to the condition prior to occupancy. All such restoration will be at Lessee's expense, and at the Board's option, may be completed by the Board on a reimbursed basis. All other alterations to said premises shall remain for the benefit of the Board.

Any fixtures and equipment installed and paid for by the Lessee which do not replace fixtures and equipment owned by the Board, shall remain the personal property of Lessee and shall be removed by Lessee at the expiration or termination of this lease. Upon removal of such fixtures and equipment, Lessee shall restore the premises to its condition at the beginning of the term, reasonable wear and tear excepted. All such restoration will be at Lessee's expense, and at the Board's option, may be completed by the Board on a reimbursed basis.

Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease.

14. REPAIRS AND VANDALISM: The Board shall take good care of the premises and, at its own cost and expense, make all repairs thereto, including structural repairs or replacements

unless the need was caused by Lessee, Lessee's officers, agents, employees, contractors, students, volunteers, invitees or licensees, in which case Lessee would reimburse the Board for such repairs. At the end of the expiration of the term, Lessee shall deliver up the premises in good order; reasonable wear and tear excepted. General maintenance of the building will be the responsibility of the Board. The Board will not be responsible for the maintenance or repair of any improvements installed or caused to be installed by the Lessee, including any play lot installed by or on behalf of Lessee.

Any vandalism that occurs on the inside of the demised premise shall be presumed to be the result of actions of Lessee, its agents, employees, invitees, or licensees of the Lessee, unless Lessee can demonstrate otherwise. Using this presumption, the Board shall complete all repairs required as a result of the vandalism, but Lessee shall be solely responsible for all costs of repair. Any vandalism that occurs on the outside of the demised premise shall be presumed to be the result of the actions of a party unrelated to Lessee, unless the Board can demonstrate the vandalism has resulted from the actions of Lessee, its agents, employees, invitees, or licensees. Using this presumption, the Board shall complete all repairs required as a result of the vandalism, and shall be solely responsible for all costs of repair. If either of the presumptions are overcome, the party bearing the sole responsibility for the costs of repair shall shift. The Lessee shall immediately report any vandalism to DFMS: Attention Manager of Maintenance and Repair. Notwithstanding the foregoing, Lessee shall be responsible for the repairs required as a result of the vandalism of any improvements or fixtures installed or caused to be installed by the Lessee, whether inside or outside the demised premises. The Board shall not be responsible for any damage to any vehicle parked in the parking lot.

15. INSURANCE: Throughout the term of this Lease Agreement, Lessee will carry the following insurance:

Worker's Compensation and Employers Liability	
--Worker's Compensation	Statutory Limit
--Employers Liability	
Bodily Injury by Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 500,000 each employee
	\$1,000,000 policy limit
--The Workers Compensation Policy shall be modified to include a Waiver of Subrogation Endorsement in Favor of the City and the Board.	
Automobile Liability	\$1,000,000 limit
Commercial General Liability	
--Bodily Injury/Property Damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate
--Fire Damage Legal Liability	\$1,000,000 each incident
(following form with the umbrella insurance)	
--Medical Expense Limit – any one person	\$ 10,000
(following form with the umbrella insurance)	

Excess Liability Insurance
(umbrella insurance)

\$5,000,000

The Board is to be named as an additional insured under Lessee's Commercial General Liability and Excess Liability Insurance and other appropriate policies throughout the term of this Lease Agreement and any subsequent renewals thereof, and such policies shall include coverage of any play lot constructed by, or on behalf of, Lessee. A Certificate of Insurance evidencing the aforementioned insurance requirements is required to be provided to the Board before any services are to commence under this Lease Agreement. Said certificate is to include sixty-day (60) advance notice prior to change, termination, or cancellation of insurance coverage.

The indemnification obligation under this Lease Agreement shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions. Under no circumstances is the Board's recovery limited due to the fact that it is named as an additional insured under the Lessee's insurance policy as listed above.

The Board is responsible for property insurance covering leased premises. The Lessee agrees to be responsible for insurance covering Lessee's contents and improvements while on site during term of said lease. The Board shall not be responsible for any damage, loss, vandalism, or theft of Lessee's improvements, equipment, supplies, materials, or personal property including personal property or belongings of its invitees. The Board shall not be responsible for Lessee's deductibles or other forms of retention.

It is the intention and agreement that Lessee shall carry such insurance as contemplated herein and shall look to its insurer for reimbursement of any such loss, and further that the insurer involved shall have no subrogation rights against the Board. Lessee shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the Board.

16. INDEMNIFICATION: Lessee agrees to defend, indemnify, and hold harmless the Board, its agents, employees, and officers against any and all claims, demands, actions and causes of actions and resulting liability, loss damages, costs and expenses for injury to persons and damages to or loss of physical property to the extent caused directly or proximately by any wrongful, intentional, or negligent act or omission of Lessee, its employees, officers, agents, and volunteers who participate in the activities covered by this Lease Agreement.

In accordance with applicable law, the Board shall hold harmless Lessee, its employees, and officers from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising solely from any negligent act by the Board, its staff and employees while acting within the scope of their employment and which may occur during or which arise directly from the performance of this Lease Agreement.

Lessee and the Board each agree to promptly notify the other by phone and in writing as soon as reasonably practical of any incident involving any of the other's faculty, staff, agents or students, which may result in action against the other.

17. DEFENSE OF SUITS: In the event any court action or administrative proceeding is brought against MPS or any of its officers, agents, or employees, for acts of Lessee, its employees, officers, agents, contractors, volunteers, invitees, students, or for Lessee's failure in whole or in part to perform any acts required by this Contract by Lessee, MPS shall tender its defense of any claim or action at law or equity to the Lessee or Lessee's insurer, and upon such tender it shall be the duty of the Lessee or Lessee's insurer to defend such claim or action without cost or expense to MPS, its officers, agents, or employees.

18. UTILITIES: For each lease year, the Board will bear the cost of gas, electric, sewer and water, in an amount not to exceed Seventy-Nine Thousand, Six Hundred Eighty-Six Dollars (\$79,686.00) (the "Landlord's Utility Cost"). Lessee shall be responsible for any costs in excess of the Landlord's Utility Cost during any given lease year, and upon written notice shall reimburse the Board such excess cost in a timely manner. For the entire term, Lessee will pay for the installation, maintenance, and service of telephone or internet lines for its operation.

19. MAINTENANCE, CLEANING AND SAFETY SERVICES: The Board shall provide certain maintenance and cleaning services included in the rental charged hereunder. The Board shall maintain the exterior of the demised premises, including turf and paved surfaces and snow removal on designated walkways and parking areas. The Board shall maintain the interior, including general cleaning, pest control, trash and recycling pickup, routine maintenance, and the repair and operation of all mechanical building equipment. The Board will provide a full-time school engineer on first shift to operate and oversee the cleaning services and general repair of the facility and building service helper I on second shift to perform the daily cleaning to facilitate Lessee's use of the premises as an elementary school during Weekday Operating Hours. Board-provided staff shall not be provided during the Weekend Use Hours, and shall not facilitate Lessee's use of the premises for worship services or any other use during the Weekend Use Hours. Lessee shall be responsible for all cleaning services and mechanical systems operations during the Weekend Use Hours.

The Board will provide and maintain a remotely monitored intrusion alarm system and will issue up to three pass cards to lessee for access to the facility. Lessee will be charged \$100 per occurrence for failing to properly arm/disarm the system and for every false alarm caused by the Lessee, its employees, and officers. No safety or security services will be provided by the Board.

20. DEFAULT: Each and every of the following will constitute default of this agreement and result in its automatic termination:

- a. Failure to pay rent when due, and the failure is not cured within five (5) days after written notice of such failure has been given to Lessee by the Board; or

- b. Failure to perform any other terms or conditions of this Lease which are the responsibility of Lessee, and if such failure is not cured within five (5) days after written notice by the Board. If the failure is caused by events beyond Lessee's reasonable control, Lessee shall so inform the Board and shall use due diligence to cure the default as soon as feasible and shall not be considered in default; or
- c. Vacating or abandoning the Premises in excess of five (5) days without previously notifying the Board in writing; except that a temporary closing for remodeling or repairs, or for a holiday shall not be deemed vacation or abandonment; or
- d. A judgement as a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of Lessee under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of the State of Wisconsin, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within fifteen (15) days from the date of the entry or granting thereof; or
- e. Filing or admitting the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or the Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition of evidence; or
- f. Assignment for the benefit of creditors or application for or consent to the appointment of a receiver for Lessee; or
- g. An assignment, transfer, conveyance or other disposition of its interest in the Premises without the express written consent of the Board; or
- h. Violation of Article 11, Environmental Pollutants.

Additionally, after having obtained permission from a court of competent jurisdiction, the Board may re-enter the Leased Premises, remove all persons and property there-from, and store such property in a public warehouse at the sole cost of Lessee, without becoming liable for any loss or damage, except for loss of damage resulting from willful or negligent acts of the Board, its employees or agents, and such re-entry will not release Lessee from liability hereunder. Should Lessee fail to recover such property within a period of three (3) months, the Board may dispose of the property and use the proceeds to offset the costs of storage or any other amounts owed the Board.

21. ADDITIONAL TERMS:

- a. The Lessee is responsible for the conduct of its employees, students, participants, volunteers, guests and invitees.

- b. Intoxicating liquor, weapons, and illegal substances, in any form, will not be allowed on premises. Also, no smoking is allowed on the premises.
- c. No animals of any kind will be permitted on the premises.
- d. Lewd conduct will not be tolerated.
- e. The Lessee, through the Board's school engineer, will report any repairs or maintenance needed to equipment or facilities to DFMS within 24 hours.
- f. Exterior window washing, if desired, will be provided by Lessee at its sole expense.
- g. No additional kitchen equipment is to be brought into the premises.
- h. Lessee may utilize any furniture and equipment remaining on the premises after district needs are accommodated. An inventory will be developed by the Board for approval by both parties.

22. NOTIFICATIONS: All communications and notifications shall be made to the addresses shown below by U.S. Mail or other express carrier, addressed as follows:

To Lessor:

Milwaukee Board of School Directors
 Milwaukee Public Schools
 1124 North 11th Street
 Milwaukee, WI 53233-1414
 Attn: Director

Copies to:

Contract Law Specialist
 Milwaukee Public Schools
 5225 West Vliet Street, Room 1
 Milwaukee, WI 53208
 Attn: Joan Aguado

To Lessee:

Greater Holy Temple Christian Center, Corp.
 P.O. Box 090095
 Milwaukee, WI 53209
 Attn: Reverend James De Shazer

Copies to:

Greater Holy Temple Christian Center, Corp.
 P.O. Box 090095
 Milwaukee, WI 53209
 Attn: Mr. Celester Perkins

or at such other address as either party may hereafter designate in writing. Service of any such written notice shall be deemed complete at the time of personal delivery or within three (3) days after mailing as provided above.

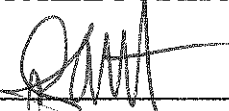
23. HOLDOVER: In the event the Lessee remains in possession of the premises after the expiration of this lease, the Lessee shall be deemed to be occupying the premises on a month-to-month basis. All other obligations contained herein shall continue to be applicable except Lessee shall pay a monthly rent equal to one hundred fifty percent (150%) of the rent for the last year of the lease herein, which is equal to Seventy-One Thousand One Hundred Seventy-Seven and 13/100 Dollars (\$71,177.13) per month. But in no case shall such holdover occupancy continue

beyond sixty (60) days. In addition, all damages sustained by the Board as a result of the holdover shall be the sole responsibility of the Lessee.

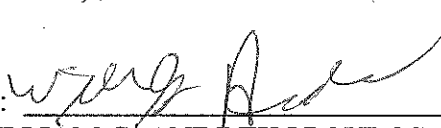
24. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument and in writing executed by the parties or their successors in interest. The terms, covenants and conditions contained in this lease and any riders and plans attached hereto shall bind and inure to the benefit of the Board and Lessee and their respective successors, heirs and legal representatives and assigns.

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

LESSOR
MILWAUKEE PUBLIC SCHOOLS


By: 

PETER BLEWETT
President, Board of School Directors

By: 

WILLIAM G. ANDREKOPOULOS
Superintendent of Schools

LESSEE
GREATER HOLY TEMPLE CHRISTIAN
LEARNING CENTER, CORP.



REVEREND JAMES DE SHAZER, PRESIDENT

LIST OF EXHIBITS

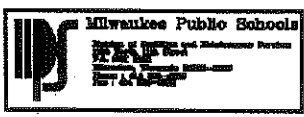
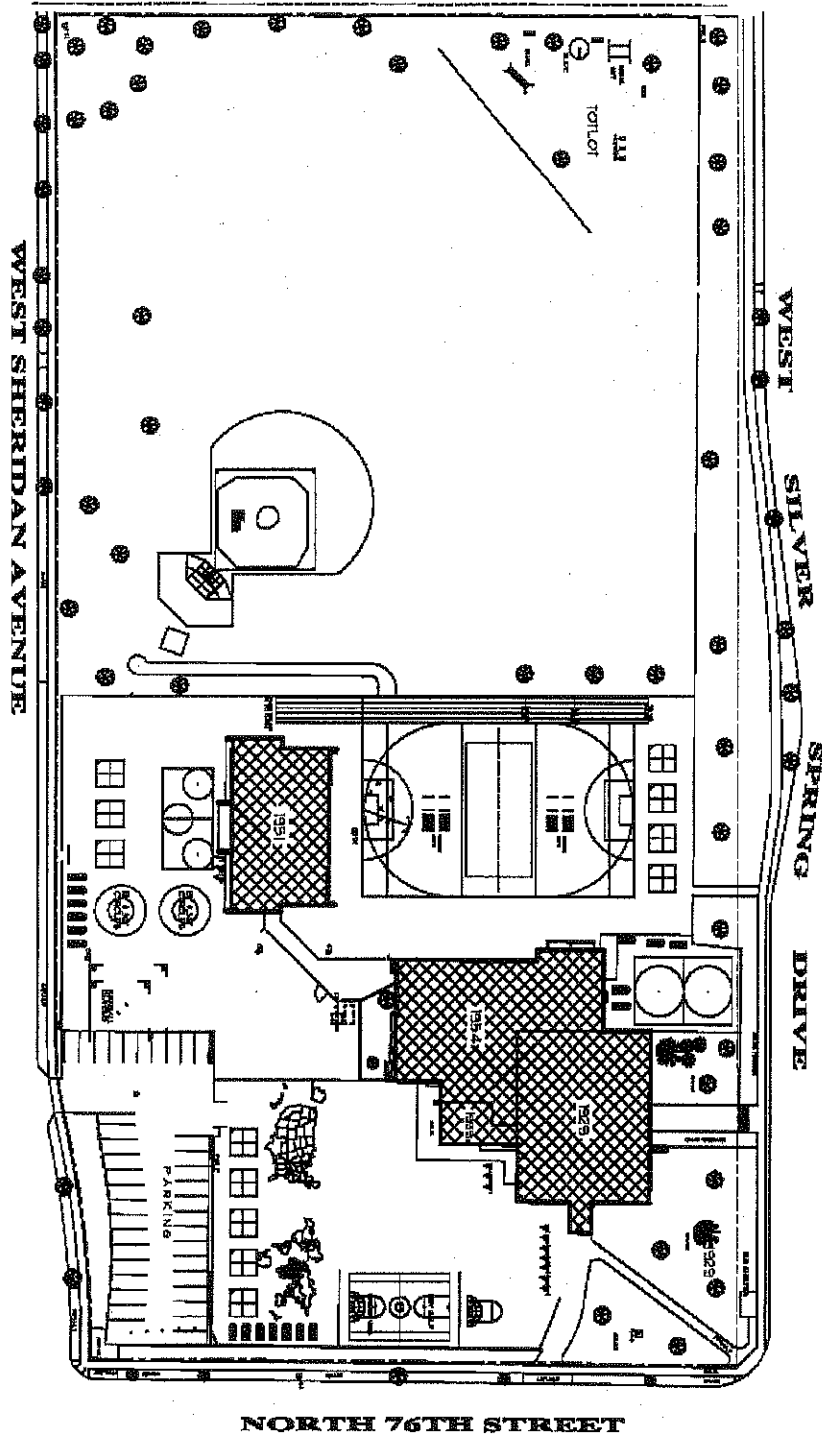
Exhibit A – Inventory of Furniture and Equipment Available For Use by Lessee

Exhibit B – Site Plan

Exhibit A – Inventory of Furniture and Equipment Available For Use by Lessee

Exhibit B – Site Plan

SITE PLAN
 SITE NO. 028 - 954017 - SOUTH STREET FACILITY
 5025 N. 30TH ST., MILWAUKEE, WI, 53222
 DATE: 2/10/07



Lease Agreement
 Greater Holy Temple Christian Academy