

**FIRST AMENDMENT TO LEASE
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
HOMNG AMERICAN PEACE ACADEMY, LTD.
For
Happy Hill School
Located at 7171 West Brown Deer Road**

THIS FIRST AMENDMENT TO LEASE (“First Amendment”) is made as of the ____ day of _____, 2018, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter “the Board”) and **HOMNG AMERICAN PEACE ACADEMY** (hereinafter “Lessee”).

RECITALS

WHEREAS, the Board and Lessee entered into that certain Lease dated June 30, 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 2 of the Lease is hereby deleted and replaced with the following:
 2. TERM The term of this Lease commenced on July 1, 2016 and will terminate on June 30, 2023. From and after July 1, 2018, each one-year period from July 1 through and including June 30 is designated herein as a “Lease Year.” Either party may terminate the Lease, without penalty, by providing the other party 60 days’ written notice of termination. No notice of termination may be given more than 60 days prior to the end of any Lease Year. Upon termination, Lessee shall vacate the Premises in a manner consistent with the terms and conditions of this Lease.
2. Section 3 of the Lease is hereby deleted and replaced with the following:
 3. EXTENSION OF LEASE: Lessee shall have the option to extend the term of this lease for one additional five year term. Lessee’s right to exercise the option is contingent upon: (1) Lessee must give notice of its intention to exercise its option at least 90 days prior to the end of the then current term; (2) mutual agreement of the Board and the Lessee as to rental fee and other terms for the extension term; and (3) Lessee having obtained from the Board a renewal of Lessee’s then charter contract or Lessee having entered into a new charter school contract with the Board, in each instance for the time period covered by the applicable extension.

3. Section 6(a) of the Lease is hereby deleted and replaced with the following:

a Lease Year one: \$342,917. Lease Year two: \$349,775. Lease Year three: \$356,771. Lease Year four: \$363,906. Lease Year five: \$371,184. Rent shall be payable in twelve (12) equal monthly payments.
4. The Board and HAPA commit to work together to address any service quality issues for services provided under the Lease as they arise. Both the Board and HAPA will communicate any concerns regarding service quality in a reasonably timely manner and work in good faith to resolve any issues in a mutually agreeable fashion.
5. Except as modified by this First 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
Hmong American Peace Academy
For
Happy Hill School
Located at 7171 West Brown Deer Road**

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

**LESSOR:
MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

Mark A. Sain
President
Milwaukee Board of School Directors

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

**LESSEE:
HMONG AMERICAN PEACE ACADEMY**

Chris Her-Xiong
Executive Director