

Uncharted Shores Academy / St Joseph Catholic Church
Lease Agreement Addendum
July 10, 2015

The following provisions are to be added to the existing lease agreement dated Dec 18, 2014. These provisions will be attached to the current lease and be in effect immediately.

1. As in accordance with the original lease agreement, section VI. *Terms of Use: Leased Grounds*, item #2, future classroom modular buildings and storage units used by the tenant will be placed in areas designated by the Landlord. The attachment to this agreement includes an architectural drawing of the placement of the proposed classroom and storage units which the tenant wishes to install according to the areas approved by the Landlord. The buildings will be used and maintained exclusively by the Tenant and the Tenant will remove these buildings at the termination of the lease agreement.

The Tenant expects to have two 16'X20' storage units placed behind the classroom building on 330 E Street in the summer of 2015 and a 24'X60' two-classroom modular placed in the parking lot back section, between the fence and the building at 440 3rd Street in the spring of 2016. The buildings will have electricity connected, and the tenant will be responsible for the connections.

2. In section VI. *Terms of Use: Leased Grounds*, the following provision will be added:
 - a. (5) The Landlord agrees that the Tenant may replace, at the Tenant's expense, gates around the school grounds with automatically locking gates which open from the inside, but must be opened with a key from the outside. Both the Tenant and Landlord will retain keys for the gates. The Tenant may also place a 6' chain link fence along the wall between the school building and the gymnasium at the Tenant's expense. These measures are to ensure increased security for the children during the school day.
 - b. (6) The Landlord will allow the Tenant, at the Tenant's expense, to make a walkway leading from the side door of the 440 3rd St building to the front walkway to ensure a safe entrance/exit to the street for the children in the building. The gate at the wall will be replaced at the Tenant's expense.

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3. Added to the lease agreement section IV. *Terms of Use: Gymnasium* will be the following provisions:
 - a. The gym will be kept in a condition which allows for children to actively and safely play, including keeping the gym free of obstructions and keeping the floor in a safe, useable condition.
 - b. The storage area for the chairs and tables will be maintained in a manner which allows for both safe and efficient stacking of chairs and the ability to safely and adequately access floor cleaning equipment. This includes leaving a pathway to access water from the sink in the kitchen as well as space to remove the floor cleaning machine. Lines designating placement of items and pathways may be used to keep the storage area in order. Alternatively, another area (such as the entryway to the gym) may be used for stacking chairs. Both the Tenant and the Landlord will work together to ensure that a reasonable system for maintaining the storage area is in place. The Landlord will provide all parties who use the gym with information concerning the storage maintenance system.
 - c. The Tenant will be allowed to keep a locking cabinet in the gym entryway section in order to store equipment used by students for PE in the gym.

4. Added to the lease agreement section V. *Terms of Use: Playground* will be the following: The Tenant may keep the playground locked when not in use in order to secure the premises and keep unwanted community trash and debris from accumulating. The Tenant will give the Landlord keys to any lock which the Tenant uses to facilitate the Landlord's use. The Tenant has the right to place "keep out" signs on the fence indicating the playground is private property.

5. Included in section VII. *Renovation, Repairs, Alterations, Improvements* will be the following provisions:
 - a. The interior walls of the school buildings may be painted as desired by the Tenant in order to maintain the appearance of the school.
 - b. The carpets or flooring will be replaced by the Landlord when obvious wear and tear is apparent. The current carpet in the 330 E Street building hall has only a five year life span, so may need to be replaced in 2017. The classroom carpets are showing signs of wear and may need to be replaced at that time as well.

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- c. As noted in #4 of this section of the current lease, the Tenant shall notify the Landlord in writing of any code violations, and the Landlord shall make any repairs or modifications needed in a timely manner. This addendum is written notice of the following code violations which need to be addressed as soon as is practical:
- i. Handicapped accessible restrooms meeting the most recent regulations must be available for students at all times. Currently, the gymnasium provides handicapped accessible restrooms, but the gym is not available to students when the Landlord has scheduled its use during a school day. The Landlord is thereby requested to upgrade at least one current restroom in the school buildings to meet the handicapped accessible standard.
 - ii. All doors in a school must open outward in order to allow a quick exit. All the classroom doors in the 440 3rd St building open inward. The Landlord is also requested to have one door to each classroom in the 3rd St building rehung so that the door will open outward, as per regulations for schools.
 - iii. Lighted emergency signs must be hung above all exits, as per school regulations. The Tenant will take care of installing exit signs purchased by the Landlord.
 - iv. Lights in the gym are the responsibility of the Landlord, and should be replaced as needed. However, the Tenant may, at their discretion provide energy efficient lightbulbs for the replacement.
6. The lease agreement, in section XI. *Signs*, contains the provision that the Tenant shall be allowed to affix signs in places agreeable to the Landlord. The Tenant will be allowed to affix a sign to the front door or front of the school building indicating hours of operation and has a place to add announcements.
7. Added to the lease agreement section XII. *Additional Agreed Upon Terms* is the following provision: (5) “No members of the general public, including church members or personnel, will be allowed to access the leased school property (including the gym and parking lot areas) between the hours of 8 AM and 5 PM on school days. Anyone desiring to inspect the premises, perform maintenance, or other necessary duties during these hours must contact the school office, obtain

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permission, and either have an authorized school employee in attendance or students excluded from the area while such duties are being performed.”

8. Added to section II, *Rental*, (1) will be the clarification of rental payment delineated on the following page. The rent of \$6,000 a month with a 2% increase annually is clarified to mean 2% of the original amount additionally each year. Therefore, 2% of \$6,000 is \$120, and the rent will be increased by \$120 per month annually. The table below clarifies the rent increase:

Clarification of Rental Payment

<u>YEAR</u>	<u>AMOUNT PER MONTH</u>	<u>ANNUAL COST</u>
2015	\$6,000	\$72,000
2016	\$6,120	\$73,440
2017	\$6,240	\$74,880
2018	\$6,360	\$76,320
2019	\$6,480	\$77,760
2020	\$6,600	\$79,200
2021	\$6,720	\$80,640
2022	\$6,840	\$82,080
2023	\$6,960	\$83,520
2024	\$7,080	\$84,960
2025	\$7,200	\$86,400

SIGNATURES of AUTHORIZED SIGNERS:

St Joseph Catholic Church: _____

Uncharted Shores Academy: _____