

FIFTH LEASE AMENDMENT

THIS FIFTH LEASE AMENDMENT is made this 9th day of August, 2012 by and between the BOARD OF EDUCATION OF THE GADSDEN INDEPENDENT SCHOOL DISTRICT, (Lessor), and the governing council of Anthony Charter School (Lessee).

WHEREAS, the parties executed a Lease Agreement (hereinafter “original lease”) on August 24, 2009, wherein the parties agreed that Lessee rent classroom and office space on premises owned by the Lessor located at 1325 W. Washington Street, Anthony New Mexico, 88021, for a term of three (3) months, terminating on November 26, 2009, at a rental rate of \$4445.83 per month, and

WHEREAS the parties have agreed prior to the termination of the original lease that Lessee may extend the agreement on a month to month basis (rather than the three month fixed period as set forth in paragraph 25 of the original lease) on the same terms and conditions as set forth in the original lease, including termination within thirty (30) days by either party upon written notice as set forth in paragraphs 16 and 22 of the original lease. The Extension Agreement (“Lease Amendment”) was signed by the parties on December 18, 2009.

WHEREAS the parties then agreed that the original lease should be extended until June 30, 2010.

WHEREAS upon submission to the Board of Finance for approval of the original lease and Lease Amendment, the Board of Finance has requested that certain corrections and changes be made to the original lease, which were set forth and approved in the SECOND LEASE AMENDMENT executed January 16, 2010 and approved by the Board of Finance on February 16, 2010.

WHEREAS the parties have agreed in the THIRD LEASE AMENDMENT executed July 6, 2010 to extend the lease until June 30, 2011 and added paragraph 27 Rental Obligation in the event of future renewal.

WHEREAS the parties have agreed in the FOURTH LEASE AMENDMENT executed June 16, 2011 to extend the lease to June 30, 2012.

WHEREAS Lessee has notified Lessor that it wishes to renew the lease on the same terms and conditions, anticipating that Lessee intends to vacate the premises by June 30, 2013.

NOW THEREFORE, in consideration of the foregoing the parties agree to this FIFTH LEASE AMENDMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

LESSOR:

BOARD OF EDUCATION OF THE
GADSDEN INDEPENDENT SCHOOL DISTRICT

By: _____
It's Board Chair and
Authorized Representative

LESSEE:

THE GOVERNING BODY OF
ANTHONY CHARTER SCHOOL

By: _____
It's Board Chair and
Authorized Representative

