

Memorandum

To: Bill Hanson

From: Kerry M. Leider *Kerry M. Leider BB*

Date: January 5, 2014

Re: Amendment of Lease Agreement with Johnson Controls, Inc. at HOCHS

Enclosed find two (2) copies of the Amendment of Lease Agreement between ISD #709 and Johnson Controls, Inc. pertaining to the exclusive use of space in Room 100 at Historic Old Central High School (HOCHS). The current Lease Agreement expired December 31, 2013. This extension will continue on a month-to-month basis beginning January 1, 2014 at a monthly rent of \$311.17.

After review, please sign both copies of the Lease Amendment and return them to the Facilities Management office for processing.

Attachment

AMENDMENT OF LEASE AGREEMENT

This amendment is made and entered into this 1st day of January, 2014, by and between INDEPENDENT SCHOOL DISTRICT #709, a public corporation, party of the first part, hereinafter called the Lessor, and JOHNSON CONTROLS, INC., a private, for-profit corporation, party of the second part hereinafter called the Lessee.

WHEREAS, the Lessor and the Lessee entered into an Agreement dated December 1, 2008 to lease exclusive space in the Historic Old Central High School (HOCHS) building located at 215 North First Avenue East, Duluth, Minnesota from December 1, 2008 through December 1, 2012, which was amended on June 14, 2012 extending the Agreement from December 1, 2012 through December 31, 2013; and

WHEREAS, the last rent payment of the current contract was payable December 1, 2013 and there is no provision for the annual rent after this date; and

WHEREAS, Article 20 of the original Lease Agreement stipulates the Agreement may be terminated by either party with 90 days notice;

NOW, THEREFORE, in consideration of the terms described above, the parties hereto agree that this Agreement will be extended and amended from January 1, 2014 to continue on a month-to-month basis at a monthly rent of Three Hundred Eleven Dollars and 17/100ths (\$311.17); and


The parties further stipulate this Agreement may be terminated by either party with 30 days written notice with notices sent to the parties set forth in the original Agreement under Article 21;

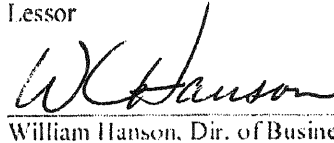
and except as herein amended, all other terms and conditions of the original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and affixed their seals thereto, the day and year first above written.

JOHNSON CONTROLS, INC.
Lessee

INDEPENDENT SCHOOL DISTRICT NO.709
Lessor


Leonard Fretland, JCI Designee
2/4/2014
Date


William Hanson, Dir. of Business Services
2/7/14
Date