

**SUBLEASE AGREEMENT**

**THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
NORTHWEST OPPORTUNITIES VOCATIONAL ACADEMY**

THIS SUBLEASE is entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 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 ("Landlord") and TransCenter for Youth, Inc., on behalf of Northwest Opportunities Vocational Academy ("NOVA") collectively "Tenant."

**1. BASIC LEASE PROVISIONS AND CERTAIN DEFINITIONS.**

- A. Premises: The following space within the premises located at 2320 West Burleigh Street, Milwaukee WI 53206:  
Six upper level classrooms – 7:00 a.m. - 3:30 p.m.;  
Two MPS administrative rooms on upper level - all operating hours;  
Ground floor multipurpose classroom for science/art room – 7:00 a.m. to 3:30 p.m.;  
Upper level library – 7:00 a.m. to 3:30 p.m.;  
One gymnasium – 11:30 a.m. to 3:30 p.m.;  
Shared use of the ground floor kitchen or any other space mutually agreed upon by Tenant and Prime Landlord for the service of meals between 11:00 a.m. to 1:00 p.m.  
Access to toilets, corridors, technology closet, and stairwells of COA Youth and Family Centers.

- B. Tenant's Address:  
1749 North 16<sup>th</sup> Street  
Milwaukee, WI 53205

- C. Landlord's Address (for notices):  
Facilities and Maintenance  
Milwaukee Public Schools  
1124 North 11th Street  
Milwaukee, WI 53233-1414  
Attention: Director

With copy to:  
Procurement Services  
Milwaukee Public Schools  
5225 West Vliet Street, Room 1  
Milwaukee, WI 53208  
Attention: Director

- D. Prime Landlord:  
COA Youth and Family Centers

E. Prime Landlord's Address (for notices):

Thomas P. Schneider  
Executive Director  
909 E. North Avenue  
COA Youth and Family Centers  
Milwaukee, WI 53212

Copy to:

COA Golden Center Director  
2320 West Burleigh  
Milwaukee, WI 53206

F. Identification of Prime Lease and all amendments thereto:

Lease Agreement between COA Youth and Family Centers, a Wisconsin non-profit corporation, as Landlord and Milwaukee Public Schools, a public school district organized and existing under Wis. Stat. chapter 119 and under the Constitution of the State of Wisconsin, as Tenant, initially entered into with the Police Athletic League dated as of August 1, 2002, and as amended with the COA Youth and Family Centers on June 29, 2006 ("Prime Lease").

G. Base Rent: \$ 90,080.00 per annum.

H. Payee of Rent:

Milwaukee Public Schools

I. Payment Address:

Facilities and Maintenance Services  
1124 North 11th Street  
Milwaukee, WI 53233  
Attention: Director

J. Security Deposit: \$ N/A

2. **PRIME LEASE.** Landlord is the tenant under a Prime Lease with the Prime Landlord. Landlord warrants that (a) Landlord has delivered to Tenant a complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use or occupancy of the Premises, (b) the Prime Lease is, as of the date of this Sublease, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing that would constitute an event of default by Landlord, but for the requirement of the giving of notice and the expiration of the period of time to cure. Tenant agrees to abide by all of the terms and conditions of the Prime Lease with regard to the times and dates of use, and the manner and care of the premises. Tenant may not engage in any activity that would cause the Landlord to be in violation of the Prime Lease.

3. **SUBLEASE.** Landlord, in consideration of the rents and the agreements to be performed by Tenant, subleases to Tenant the Premises described in section 1A, legally described in the Prime Lease.

4. **SUBLEASE TERM.** The Sublease Term shall commence on July 1, 2015, (the “Commencement Date”) through June 30, 2018 (“Expiration Date”).

The Sublease Term expires on the Expiration Date, unless sooner terminated as provided elsewhere in this Sublease.

Provided Tenant has completed construction of a new facility in which to operate Tenant’s partnership school, Tenant may terminate this Lease by providing Landlord with written notice on or before the October 15 preceding the school year in which Tenant will move to its new facility, e.g. if Tenant will move into its new facility in September 2016, Tenant must provide Landlord notice on or before October 15, 2015.

Subject to Board approval Tenant shall have the option to extend this lease for an additional three (3) year period under the same terms and conditions except that the rent may be adjusted to reflect increased expenses. Any extension of this lease for an additional term is also subject to the approval of the Prime Landlord.

5. **POSSESSION.** Landlord agrees to deliver possession of the Premises in the same condition as of as the execution of this Sublease, reasonable wear and tear accepted.

6. **TENANT'S USE.** The Premises shall be used and occupied only for the Tenant’s Use. Tenant shall use the Premises solely for the operation of a 7th through 12th grade partnership school in accordance with the proposal submitted to the Milwaukee Board of School Directors during the hours of 7:00 a.m. to 3:30 p.m. on the days that Milwaukee Public Schools are open (not including summer school classes) as defined in Exhibit H of the agreement between Landlord and Prime landlord.

Tenant is limited to a maximum on site capacity of 125 total individuals at one time, inclusive of students and adults. Tenant’s use shall include the following:

- A. Tenant shall be allowed on-site parking for up to twelve (12) vehicles during normal operating hours. Tenant’s employees will park in the facility parking lot and not in front of or adjacent to the facility.
- B. Tenant shall be allowed up to two (2) evenings per school year for parent teacher conferences. Such dates are to be arranged in advance and approved in writing by the COA Youth and Family Centers.
- C. Tenant shall be allowed one (1) evening per school year for an open house/orientation. Such date is to be arranged in advance and approved in writing by the COA Youth and Family Centers.

- D. The Tenant shall report any repairs or maintenance needed to equipment or facilities to both the MPS Manager of Maintenance and Repair at 283-4605 and to the Operations Manager of the COA Golden Center within 24 hours.
- E. The following prohibitions shall apply to Tenant's use, the violation of any of which shall be considered an Events of Default as set forth in section 23(L). Tenant is responsible for the conduct of its employees, students, participants, guests and invitees and shall ensure none of the following occurs:
- (1) There shall be no possession of any intoxicating liquor, weapons, or illegal substances on the Premises or the lot upon which 2320 W. Burleigh Street, Milwaukee, WI 53206 is located ("Area Premises"). No smoking is allowed on or within the Area Premises.
  - (2) There shall be no lewd conduct on or within the Area Premises.
  - (3) No cooking or preparing of meals shall be done on the Premises without prior approval of the Prime Landlord.

7. **RENT.** Beginning on the Rent Commencement Date, Tenant agrees to pay the Base Rent to the Payee at the Payment Address, or to another payee or at another address designated by notice from Landlord to Tenant, without prior demand and without any deduction. Base Rent shall be paid in equal monthly installments on the first day of each month of the Sublease Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Sublease Term. Tenant's covenant to pay Rent is independent of every other covenant in this Lease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, an amount equal to the Rent, plus \$10.00 per diem until such payment is made.

8. **ADDITIONAL USE RENT** Any use of these facilities or additional services beyond the normal operation shall be arranged by separate agreement between Tenant and Prime Landlord at a cost to be mutually agreed upon between Tenant and Prime Landlord, which costs shall not affect any rent due under this Sublease.

9. **TENANT'S OBLIGATIONS.** Tenant shall be responsible for and shall pay the following:

- A. Obtaining any and all telecommunications services and paying for same, including any costs associated with the initial installation;
- B. Any replacements or repairs necessitated by damage caused by or vandalism attributed to Tenant, their representatives or invitees.

10. **QUIET ENJOYMENT.** Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, as required under the Prime Lease. So long as no Event of Default (defined in Section 23) has occurred, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by Landlord or by anyone claiming through Landlord.

## 11. TENANT'S INSURANCE.

**A. Tenant's Property Insurance.** At all times during the Sublease Term, Tenant shall, at its sole expense, maintain in full force and effect a policy of general property insurance (the "Tenant's Property Policy") insuring, in an amount equal to the replacement cost of same, all of Tenant's personal property that is located upon the Premises and is not required to be insured by the Prime Landlord under Article VI of the Prime Lease, insuring the same against the following: all risks of physical loss or damage covered under a Special Form endorsement (ISO Commercial Risk

Services Copyright 1990); losses caused by flood or other water damage; and all losses caused by earth movement, testing and start-up, collapse, electrical injury, mechanical breakdown, and explosion of steam boilers. Tenant's Property Insurance policy shall be endorsed to include a waiver of subrogation in favor of Landlord and Prime Landlord.

**B. Tenant's Commercial General Liability Insurance.** At all times during the Sublease Term, Tenant shall, at its sole expense, maintain in full force and effect a policy of commercial general liability insurance (the "Tenant's Liability Policy") for bodily injury and property damage occurring as a result of Tenant's occupancy of the Premises or Tenant's use of Demised Premises, including both blanket contractual liability and broad form property damage coverages, with only such listed exclusions as are reasonably acceptable to Prime Landlord. In addition to the foregoing, Landlord shall require the Tenant's Liability Policy also satisfy the following requirements:

(1) The Tenant's Liability Policy shall protect and include the interests of Tenant, its officers, directors, employees and volunteers.

(2) The Tenant's Liability Policy shall have the following limits: \$1 million per occurrence; general aggregate liability limit (other than products and completed operations) of \$2 million per project; personal and advertising injury limit of \$1 million; fire damage limit for any one fire of \$50,000; and medical expense limit for any one person of \$5,000.

(3) The Tenant's Liability Policy shall be endorsed to name Landlord and Prime Landlord as additional insureds.

**C. Tenant's Automobile Liability:** At all times during the Sublease Term, Tenant shall, at its sole expense, maintain in full force and effect a policy of automobile liability insurance (the "Tenant's Automobile Liability Policy") for "any auto", including owned, non-owned, and hired automobiles. In addition to the foregoing, Landlord shall require the Tenant's Automobile Liability Policy also satisfy the following requirements:

(1) The Tenant's Automobile Liability Policy shall protect and include the interests in the work of Tenant, its officers, directors, employees, and volunteers.

(2) The Tenant's Automobile Liability Policy shall have a limit of \$1 million.

**D. Tenant's Workers Compensation and Employer's Liability.** At all times during the Sublease Term, Tenant shall, at its sole expense, purchase and maintain Workers Compensation and Employers Liability Insurance covering all of Tenant's employees present at the Demised Premises. In addition to the foregoing, Landlord shall require that the Tenant's Employers Liability Policy also satisfy the following requirements:

(1) The Tenant's Workers Compensation Policy shall at least satisfy the minimum statutory limits specified by applicable Laws and Regulations.

(2) The Tenant's Employer's Liability Policy shall have limits not less than the following: for bodily injury by accident, \$100,000 each accident; for bodily injury by disease, \$100,000 each employee, with a policy limit of \$500,000.

(3) The Tenant's Workers Compensation and Employer's Liability policy shall be endorsed to include a waiver of subrogation in favor of the Landlord and Prime Landlord.

**E. Tenant's Umbrella Coverage.** At all times during the Sublease Term, Tenant shall, at its sole expense, maintain in full force and effect a policy or policies of umbrella insurance (the Tenant's Umbrella Coverage), which shall increase by \$5 million per occurrence and \$5 million aggregate the limits of Tenant's Liability, Tenant's Automobile Liability, and Tenant's Employer's Liability Policies. The specified limits shall be dedicated limits for Landlord and shall not be impaired by exhaustion of the aggregate. The Tenant's Umbrella policy shall be endorsed to name the Landlord and Prime Landlord as additional insureds.

**F. General Requirements of Tenant's Insurance Coverages.** The insurance policies maintained under Section 11 shall, unless otherwise agreed to in writing by the Parties, be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of

no less than Class VIII, and who are authorized to do business in the State of Wisconsin. Such policies shall further be endorsed to state that coverage shall not be suspended, voided, cancelled or reduced, in coverage or limits, except after thirty (30) days prior written notice to both Landlord and Tenant.

**G. Before the Commencement Date of this Sublease,** Tenant shall provide Landlord either (i) suitable certificates of insurance evidencing all of the insurance coverages required under Section 11, or (ii) certified copies of the policies evidencing same. If coverage is evidenced by certificates of insurance, Tenant shall also provide Landlord with certified copies of the pertinent insurance policies within sixty (60) days of the effective date of this Sublease. If any of the insurance coverages under Section 11 expire during the Sublease Term, Tenant shall provide Landlord, no less than twenty (20) days before such expiration of the insurance, either (i) suitable certificates of insurance evidencing renewal or continuation of the required insurance policies or (ii) certified copies of such insurance policies. If renewal is evidenced by certificates of insurance, Tenant shall also provide Landlord with certified copies of the required insurance policies within sixty (60) days after the expiration of coverage.

**H. Blanket Insurance Coverages.** Likewise notwithstanding the requirements of Section 11, above, Tenant shall not be prevented from taking out insurance of the kind and in the amount required by this Section 11 under a blanket insurance policy or policies of insurance, which policies may cover other properties owned or operated by Tenant as well as the Premises; provided, however, that any such blanket policy of insurance shall be sufficient to cover Tenant's obligations under this Section 11.

**12. ASSIGNMENT OR SUBLETTING.** Tenant shall not (i) assign, convey, or mortgage this Sublease or any interest under it; (ii) allow any transfer of the Sublease or any lien upon Tenant's interest by operation of law; (iii) sub-sublet all or any part of the Premises; or (iv)

permit the occupancy of all or any part of the Premises by anyone other than Tenant.

13. **RULES.** Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may in the future make for the Building. Landlord shall not be liable for damage caused to Tenant by the nonobservance of similar covenants in their leases or of rules and regulations by any other tenants.

14. **REPAIRS AND COMPLIANCE.** Tenant shall promptly pay for the repairs provided for in Section 9(B) and Tenant shall, at its expense, comply with all laws, ordinances, rules, regulations, requirements, and orders of all governmental authorities and, where applicable, all insurance bodies and their loss prevention personnel in force at any time during the Sublease Term that are applicable to the Premises.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises by the exercise of the power of eminent domain, Landlord shall not exercise any right that may have the effect of terminating the Prime Lease without first obtaining the prior consent of Tenant. Landlord is entitled to any rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain.

If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations it shall have installed in the Premises and Landlord shall be responsible for the repair or restoration of the balance of the leasehold improvements or alterations. Tenant shall make any insurance proceeds resulting from the loss that Landlord is obligated to repair or restore available to Landlord and shall permit Landlord to enter the Premises to perform them, subject to reasonable conditions that Tenant may impose.

16. **ALTERATIONS.** Tenant shall not make any alterations or additions to the Premises.

17. **SURRENDER.** At the expiration or termination of this Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver the Premises in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs, or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear." Tenant shall deliver to Landlord all keys; lock combinations, and key card access information for the Premises.

18. **REMOVAL OF TENANT'S PROPERTY.** Upon the expiration or earlier termination of the Sublease, Tenant shall remove all of its contents, including furniture and furnishings ("Property"). Tenant shall repair any damage to the Premises or Building resulting from the removal and shall restore the Premises to the same condition as prior to their installation. If Tenant does not remove the Property prior to the expiration or earlier termination of the Sublease, Landlord may, at its option, remove them (and repair any resulting damage) and store, dispose of, or deliver the Property to any other place of business of Tenant, and Tenant shall pay the cost to Landlord on demand, or Landlord may treat the Property as having been conveyed to Landlord with this Sublease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. **HOLDING OVER.** Tenant shall have no right to occupy all or any part of the Premises after the expiration of the Sublease Term or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default. If Tenant holds over, Landlord may exercise any remedies available to it to recover possession of the Premises, and to recover damages, including damages payable by Landlord to Prime Landlord by reason of the holdover. For each month or partial month that Tenant or any party claiming by, through, or under Tenant holds over, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent payable by Tenant immediately prior to the holdover. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. **ENCUMBERING TITLE.** Tenant shall not do anything that shall encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be subject to any claim by way of lien or encumbrance caused by Tenant. Specifically, Tenant shall not permit the Premises, the Building, or the Property to become subject to any mechanic's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant.

21. **INDEMNITY.** Tenant shall indemnify and save and hold Prime Landlord and Landlord, its officers, employees, directors, and agents harmless against any and all liabilities for injury to property or persons, occurring, in connection with the negligence or intentionally wrongful conduct of Tenant or its employees, officers, directors, contractors, or students with respect to the Premises. Upon timely written notice from Prime Landlord or Landlord, Tenant shall defend Prime Landlord and Landlord in any such action or proceeding brought thereon. Tenant hereby acknowledges that its obligations under this Section 21 shall survive the expiration or earlier termination of this Lease. Tenant also agrees to Indemnify Landlord if Landlord is liable to Prime Landlord because of acts or omissions of Tenant that are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord under the Prime Lease.

22. **LANDLORD'S RESERVED RIGHTS.** Landlord and Prime Landlord reserve the right, on reasonable prior notice, to inspect the Premises or to exhibit them to persons having a legitimate interest at any time during the Sublease Term.

23. **DEFAULTS.** Tenant agrees that any one or more of the following events shall be considered Events of Default:

A. Tenant is adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking for reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed within 60 days.

B. Tenant files, or admits 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 Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws



or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition, or extension,

C. Tenant makes an assignment for the benefit of creditors or applies for or consents to the appointment of a receiver for Tenant or any of the property of Tenant.

D. Tenant admits in writing its inability to pay its debts as they become due.

E. The Premises are levied on by any revenue officer or similar officer.

F. A decree or order appointing a receiver of the property of Tenant is made, and such decree or order shall not have been vacated, stayed, or set aside within 60 days.

G. Tenant abandons the Premises during the Sublease Term.

H. Tenant defaults in any payment of Rent when due, or Tenant defaults in any payment for damages under Section 9B, and the default continues for five days after notice.

I. Tenant defaults in securing insurance or in providing evidence of insurance as required in Section 11, and the default continues for 5 days after notice.

J. Tenant by its act or omission to act causes a default under the Prime Lease, and such default, if curable, is not cured within the time, if any, permitted for cure under the Prime Lease.

K. Tenant defaults in any of the other agreements contained in this Lease to be performed by Tenant, and the default continues for 30 days after notice.

L. The occurrence of any other event or circumstance denominated an "Event of Default" in this Sublease.

M. Tenant defaults if Tenant fails to abide with the Prime Lease in accordance with section 27, item C of this Sublease.

24. **REMEDIES.** Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant that Prime Landlord may exercise for default by Landlord under the Prime Lease. Default by Tenant does not relieve or excuse Landlord from its obligations to Prime Landlord under the Prime Lease.

25. **[Intentionally Omitted]**

26. **COMMUNICATIONS.** All notices that may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested.

**27. PROVISIONS REGARDING SUBLEASE.** This Sublease and all the rights of parties under it are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and to specifically allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease that by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant that might cause a default or event of default by Landlord under the Prime Lease, the parties agree:

- A. Provided Tenant shall timely pay all Rent when due under this Sublease, Landlord shall pay, when due, all base rent and other charges payable by Landlord to Prime Landlord under the Prime Lease;
- B. Except as otherwise expressly provided in this Sublease, Landlord shall perform its covenants and obligations under the Prime Lease that do not require possession of the Premises for their performance and that are not otherwise to be performed under this sublease by Tenant on behalf of Landlord.
- C. Tenant shall perform all affirmative covenants and shall refrain from performing any act that is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants that are also covenants of Landlord under the Prime Lease at least 5 days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.
- D. Landlord shall not agree to any amendment to the Prime Lease that might have an adverse effect on Tenant's occupancy of the Premises or its use of the Premises for their intended purpose, unless Landlord shall first obtain Tenant's prior approval.

**28. ADDITIONAL SERVICES.** Landlord shall cooperate with Tenant to cause Prime Landlord to provide services required by Tenant in addition to those otherwise required to be provided by Prime Landlord under the Prime Lease (such as after hours heating or cooling). Any such services shall conform with section 8 of this Sublease.

**29. PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties under it are expressly conditioned upon Landlord's obtaining Prime Landlord's consent to this Sublease. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business, the financial condition of Tenant, or both. Landlord and Tenant agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not: (a) create privity of contract between Prime Landlord and Tenant; or (b) be deemed to have amended the Prime Lease in any regard. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for Tenant's Use and Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord.

30. **FORCE MAJEURE.** Neither party shall be deemed in default with respect to any of its obligations under this Sublease if that party's failure to perform timely is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by the other party or its agents, employees, and invitees, or any other cause beyond that party's reasonable control. This Section shall not be applicable, however, if either party's failure to perform timely creates a default under the Prime Lease.

31. **DEFINITIONS AND CONSTRUCTION.**

A. The words "including," "include," or "includes" or words of similar import shall not, unless otherwise provided, be construed as words of limitation.

B. "Indemnify" includes indemnify, hold harmless, and defend against any loss, liability, claim, charge, cost, or expense (including reasonable legal fees and expenses).

32. **GOVERNING LAW** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Wisconsin.

33. **ADDITIONAL PROVISIONS.**

By signing below, Prime Landlord consents to the Sublease as required by Article XVI of the Prime Lease.

**[SIGNATURE PAGE FOLLOWS]**

**LANDLORD:**

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

---

MICHAEL BONDS, Ph.D.  
President

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DARIENNE B. DRIVER, Ed.D.  
Superintendent of Schools

**TENANT:**

**NORTHWEST OPPORTUNITIES VOCATIONAL ACADEMY**

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DANIEL GREGO  
Executive Director

**TRANSCENTER FOR YOUTH, INC.**

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**PRIME LANDLORD:**

**COA YOUTH AND FAMILY CENTERS**

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THOMAS P. SCHNEIDER  
Executive Director