

**First Amendment to Lease Agreement between
the Housing Authority of City of Asheville and
Asheville P.E.A.K. Academy Charter School**

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made as of _____, 2025, by and between the HOUSING AUTHORITY OF THE CITY OF ASHEVILLE ("HACA"), a body corporate and politic of the State of North Carolina, and ASHEVILLE P.E.A.K. ACADEMY CHARTER SCHOOL, a North Carolina nonprofit corporation ("Lessee") (HACA and Lessee are collectively referred to as the "Parties").

WITNESSETH

WHEREAS, HACA and Lessee entered into a that lease dated August 26, 2024 (the "Lease"), for shared use of 4,785 square feet of classroom and office space in the Arthur R. Edington Education & Career Center, located at 133 Livingston Street, Asheville, North Carolina 28801 (the "Premises").

WHEREAS, to promote education at the Edington Center, the Parties wish to amend the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as follows:

1. Section 2.1 shall be deleted in its entirety and replaced with the following:

(a) HACA hereby leases unto Lessee, and Lessee hereby lease and takes upon the terms and conditions set forth herein, the portion of the property consisting of approximately 4,785 square feet of space being more particularly described on SCHEDULE A attached hereto and incorporated herein (the "Premises"). It is the intention of the Parties to eliminate the shared use of the classroom and office areas in the Premises, and dedicate the same to the exclusive use of Lessee. Lessee shall have the primary, non-exclusive, primary right to use the gymnasium, auditorium, and kitchen located in the Common Area during PEAK school hours of operation. HACA may schedule events in those Common Area spaces, provided that during PEAK school hours of operations such scheduling shall be subject to Lessee's prior approval, such approval not to be unreasonably withheld.

(c) HACA shall designate and stripe one-third (1/3) of the parking spaces located at the Property for the exclusive use of Lessee.

HACA authorizes Lessee to take all actions necessary to install its own mailbox for delivery of U.S. mail at the Property, at Lessee's sole expense. HACA further authorizes Lessee to install cameras in the classrooms and offices located in the Premises, provided Lessee shall comply with all applicable laws and regulations and bear all costs related thereto.

2. Section 2.2 shall be deleted in its entirety and replaced with the following:

2.2 Except as expressly provided otherwise in this Agreement, all facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents, or employees, including Lessee hereunder, including but not limited to the gymnasium, auditorium, restrooms, community room, streets, driveways, sidewalks, loading platforms, ramps, and other

facilities whether of a similar or dissimilar nature ("Common Areas") shall at all times be subject to the non-exclusive control and management of HACA, and HACA shall have the right from time to time to change the area, level, location and arrangement of the Common Areas and to restrict parking by Lessee and their employees to employee parking areas, to make Rules and Regulations (as herein defined), and do such things from time to time as in HACA's reasonable discretion may be necessary regarding the Common Areas.

3. The following shall be added as Section 2.3:

HACA shall allow Lessee primary, non-exclusive use of its kitchen at the Property during Lessee's operating hours. HACA shall ensure its kitchen complies with the North Carolina Food Code and Buncombe County regulations. Lessee shall ensure its staff assigned to work in the kitchen have a current Food Handler's license. Lessee shall be solely responsible for complying with any requirements of NC Department of Public Instruction related to the use or operation of the kitchen. Each party shall be responsible for cleaning the kitchen after each use. In the event of any non-compliance, the parties agree and acknowledge that HACA shall take reasonable action to ensure compliance.

2. The following shall be added to Section 3:

All disputes between HACA staff and PEAK staff that cannot be resolved informally shall be directed to HACA's COO.

3. The following shall be added to the end of Section 5.2:

Provided neither party terminates this Lease earlier, the parties shall negotiate in good faith to increase the rent effective no later than the third (3rd) anniversary of the Lease Agreement.

4. **Further Assurances.** The Parties shall execute, acknowledge, and deliver to each other such additional documents or further instruments, and take such further actions, as may be necessary to further evidence or implement the agreements contained herein.
5. **No Oral Modification or Waiver.** The Agreement may not be modified, altered or terminated, except by a writing signed by the Parties. No provision hereof may be waived except in a writing which is signed by the Party granting such waiver and against whom the waiver is sought to be enforced.
6. **Entire Agreement.** The Agreement, as amended, represents the entire agreement between the Parties with respect to subject matter hereof, supersedes any and all prior agreements and understandings between them with respect thereto, and is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
7. **Construction.** The Parties warrant and represent to each other that they have each had the opportunity to review the Agreement, as amended, and had the opportunity to consult with their attorney before signing this Agreement. This Agreement shall be deemed to have been prepared by the Parties and shall be construed without regard to any presumption or other rule requiring construction against the Party causing it to be drafted.
8. **Captions.** Captions are used in this Agreement solely for convenience of reference and shall neither be considered a part of this Agreement nor affect the construction to be given any of the provisions hereof.

9. **Recitals.** The statements set forth in the recitals of this Agreement are incorporated into this Agreement and are, and shall for all purposes be deemed to be, a part of this Agreement.
10. **Partial Invalidity.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
11. **Applicable Law.** This Agreement, and all questions of interpretation hereof and all controversies hereunder, shall be construed in accordance with and governed by the laws of the State of North Carolina without giving effect to laws, rules or principles that might require the application of the laws of another jurisdiction.
12. **Waiver of Trial by Jury.** To the fullest extent permitted by law, the Parties hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by the Parties against each other on any matters arising out of or in any way connected with this Agreement.
13. **Miscellaneous.** All other terms and conditions set forth in the Agreement and not altered by this Amendment shall remain the same.

In witness whereof, the parties hereto have executed this First Amendment to the Lease.

HACA	LESSEE
By: _____	By: _____
Mychal Bacoate, Chair	Kidada Wynn, Executive Director