

**Elm City College Preparatory
Board Meeting
Wednesday, July 1, 2015, 10:00 am
Achievement First Network Support, 403 James Street, New Haven**

I. Call to Order & Attendance

The meeting was called to order by Dick Ferguson at 10:06am

The following directors, constituting a quorum, and staff were in attendance:

Magaly Cajigas, ECCP Board - no

Carlos Torre, ECCP Board - yes

Richard Ferguson, ECCP Board - yes

Patric Gregory, ECCP Board - no

Marnie Halsey, ECCP Board - yes

William Heins, ECCP Board - yes

Stephanie Ma, ECCP Board - yes

Sharon Oster, ECCP Board - no

Patricia Pierce, ECCP Board - no

Lystra Richardson, ECCP Board - no

Laura Saverin, ECCP Board - yes

Kaitlyn Stasik, ECCP Board - yes

Sean Williams, ECCP Board - yes

Genevieve Walker, ECCP - no

Sarah Blanton, Network Support- Yes

II. Open Session For Public Comment

No public comment.

III. Board Business

The following resolutions were adopted at a duly called meeting of the Board of Directors of Elm City College Preparatory, Inc. ("Elm City"), a Connecticut nonstock corporation, having an office and place of business at 794 Dixwell Avenue, New Haven, Connecticut.

WHEREAS, Elm City currently leases certain real property located at 234-240 Greene Street ("Property") with a lease that expires in August 2017 and has subleased the Property to Booker T. Washington Academy, Inc. ("Booker T. Washington Academy") through January 31, 2015;

WHEREAS, Booker T. Washington Academy's desired to extend the sublease for the Property so the extended term would end on July 31, 2015 and both the St. Michael's Church Corporation and Elm City approved and executed this sublease extension;

WHEREAS, Booker T. Washington Academy's circumstances have changed and now Booker T. Washington desires to further extend the sublease for the Property so the extended term would end on July 31, 2016;

WHEREAS, the St. Michael's Church Corporation has approved Elm City's proposed sublease extension for Booker T. Washington Academy, Inc. through July 31, 2016;

NOW THEREFORE BE IT:

RESOLVED, that Elm City be, and hereby is, authorized and directed to enter into the Second Sublease Extension of the Property (the "Second Sublease Extension"), substantially the form attached hereto as Exhibit A;

FURTHER RESOLVED, that the Chairman of the Board of Directors of Elm City and his designee(s), be, and hereby are, jointly and severally, and directed, in the name and on behalf of Elm City to execute and deliver the Second Sublease Extension and to do, or cause to be done, such further acts and things, including, without limitation, any such actions as are required pursuant to such Second Sublease Extension, and to execute and to enter into and deliver such documents, expend such funds, and take such other actions as may be necessary or appropriate to effectuate the foregoing resolutions; and

FURTHER RESOLVED, that any and all actions previously taken by Elm City in connection with the transactions contemplated by these resolutions be, and hereby are, adopted, ratified, confirmed and approved in all respects.

Motion: Marnie Moved

Second: Lystra

All in favor

Stephanie Ma abstains

SECOND SUBLEASE EXTENSION AGREEMENT

THIS SECOND SUBLEASE EXTENSION AGREEMENT (this "Second Sublease Extension") effective as of June 30, 2015, by and between Elm City College Preparatory, Inc. ("Sublandlord"), having an address of 403 James Street, New Haven, Connecticut, and Booker T. Washington Academy, Inc. ("Subtenant"), having an address of 240 Greene Street, New Haven, Connecticut. For the purposes of this Sublease Extension, Sublandlord and Subtenant shall be referred to collectively as the "Parties", each individually, a "Party."

WHEREAS, Sublandlord is the tenant under a lease made by St. Michael's Church Corporation ("Overlandlord") to Sublandlord dated as of August 1, 2007 for those certain buildings located at 240 Greene Street, New Haven, Connecticut and the basement and first and second floor of the

“Parish Center” located at 234 Greene Street together with certain land on which they stand and adjacent hereto (the “Premises”) and as further described in said lease (the “Underlying Lease”);

WHEREAS, Sublandlord agreed to sublease to Subtenant and Subtenant agreed to sublease from Sublandlord the Premises, pursuant to the terms and conditions of the Underlying Lease and a certain Sublease dated August 6, 2014 between the Parties;

WHEREAS, Sublandlord and Subtenant extended the term of Sublease from January 31, 2015 to July 31, 2015 with Overlandlord approval in the Sublease Extension Agreement; and

WHEREAS, both Sublandlord and Subtenant wish to extend the term of Sublease from July 31, 2015 to July 31, 2016; and

WHEREAS, Overlandlord has approved such sublease extension;

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, conditions and agreements hereinafter contained, do hereby agree as follows:

1. Extension of Term. Section 2 of the Sublease shall be amended to reflect that the term of the Sublease shall terminate on July 31, 2016, unless earlier terminated or extended pursuant to the terms of the Sublease.
2. Rent. Section 3 of the Sublease shall remain in full force and effect throughout the term of the Sublease, except that the final month of the term from July 1, 2016 to July 31, 2016 shall be rent-free.
3. Full Force and Effect. Except as herein modified, all other terms and conditions of the Sublease remain in full force and effect throughout the term of the Sublease. This Agreement is incorporated into and made a part of the Sublease.
4. Counterparts. This Second Sublease Extension may be executed in one or more counterparts, each such counterpart to be deemed an original, and when taken together, all such counterparts shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Sublandlord and Subtenant have hereunto executed this Second Sublease Extension Agreement on the day and year first above written.

SUBLANDLORD:

ELM CITY COLLEGE PREPARATORY, INC.

By: _____

Name:

Title:

SUBTENANT:

BOOKER T. WASHINGTON ACADEMY, INC.

By: _____

Name:

Title:

IV. Adjourn

The meeting was adjourned by Dick Ferguson at 10:30 am