

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

This Consent to Assignment and Assumption of Lease is dated this 6th day of June, 2007 by the City of Las Vegas, a municipal corporation of the State of Nevada ("City" or "Landlord").

WHEREAS, the City is the Landlord under that certain Lease Agreement dated November 1, 2000 between the City and The Charter School Development Corporation ("Assignor" or "Tenant") and amended by the First Amendment to Lease Agreement dated May 21, 2003 (collectively the "Lease"); and


WHEREAS, the Assignor desires to assign all of its right, title and interest under the Lease to The Andre Agassi Charitable Foundation ("Assignee"); and

WHEREAS, Section 5 of the Lease states that the Tenant shall not assign the Lease without the prior written consent of the Landlord; and

WHEREAS, the form of the Assignment and Assumption of Lease to be executed by the Assignor and Assignee is attached hereto as Exhibit "A".

In consideration of the above, the City, as Landlord under the Lease, hereby consents to Assignee assigning the Lease to Assignee on the condition that Assignee agrees to perform all of the obligations of the Tenant under the Lease and approves the Assignee and Assignor executing the Assignment and Assumption of Lease.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

Approved as to form:


Date

ATTEST:

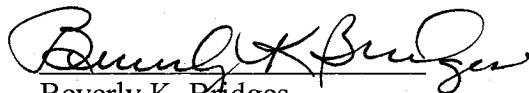

Beverly K. Bridges,
Acting City Clerk

EXHIBIT "A"
FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE

APN Nos. 139-21-702-002
139-21-702-003
139-21-702-004
139-21-702-005
139-21-701-003
139-21-702-001

When recorded mail to:

Perry C. Rogers, Treasurer, Trustee
The Andre Agassi Charitable Foundation
Agassi Enterprises, Inc./PRISM
3960 Howard Hughes Parkway, Suite 750
Las Vegas, Nevada 89169

ASSIGNMENT AND ASSUMPTION OF LEASE

FOR VALUE RECEIVED, The Charter School Development Foundation, a Ohio nonprofit corporation ("Assignor"), hereby assigns and transfers unto THE ANDRE AGASSI CHARITABLE FOUNDATION, a Ohio nonprofit corporation ("Assignee"), all of Assignor's right, title and interest in and to the tenant lease ("Lease") now or hereafter affecting the real property (the "Property") described on Exhibit A, which Lease, and all amendments thereto, are described on Exhibit B.

TO HAVE AND TO HOLD the Lease unto Assignee, its successors and assigns. Assignee agrees to perform all of the obligations of Assignor pursuant to the Lease effective as of the date hereof.

This Assignment and Assumption of Lease shall inure to and be binding upon the parties, their successors and assigns.

DATED this _____ day of _____, 2007

THE CHARTER SCHOOL DEVELOPMENT
FOUNDATION, an Ohio nonprofit corporation

By: _____
Perry C. Rogers, President

THE ANDRE AGASSI CHARITABLE FOUNDATION,
an Ohio nonprofit corporation

By: _____
Perry C. Rogers, Treasurer/Trustee

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007, by Perry C. Rogers, as President of The Charter School Development Foundation.

Notary Public in and for said County and State

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007, by Perry C. Rogers, as Treasurer/Trustee of The Andre Agassi Charitable Foundation.

Notary Public in and for said County and State

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

PARCEL A:

THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM SAID PARCEL ONE (1) THE WEST ONE HUNDRED TEN FEET (110) THEREOF.

FURTHER EXCEPTING THEREFROM NORTHERLY AND EASTERLY 30.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 22, 1959 IN BOOK 138 AS DOCUMENT NO. 113275, OF OFFICIAL RECORDS.

AND FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 23, 1990 IN BOOK 900823 AS DOCUMENT NO. 00359, OF OFFICIAL RECORDS.

PARCEL B:

THE SOUTH THIRTY-SIX (36) FEET OF THE WEST ONE HUNDRED TEN (110) FEET OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

PARCEL TWO (2):

THE SOUTH ONE HUNDRED TWENTY-NINE FEET (129) OF THE NORTH TWO HUNDRED NINETY-FOUR FEET (294) OF THE WEST ONE HUNDRED TEN FEET (110); AND THE EAST THIRTY FEET (30) OF THE WEST ONE HUNDRED TEN FEET (110) OF THE NORTH ONE HUNDRED SIXTY-FIVE (165) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE NORTH THIRTY FEET (30) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED AUGUST 22, 1957 IN BOOK 138 AS DOCUMENT NO. 113275, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THE SOUTH TWENTY FEET (20) OF THE NORTH FIFTY FEET (50) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED DECEMBER 12, 1931 IN BOOK 901231 AS DOCUMENT NO. 00310, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL THREE (3):

THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM THE EASTERLY 30.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED MARCH 7, 1957 IN BOOK 122 AS DOCUMENT NO. 100804, OF OFFICIAL RECORDS.

PARCEL FOUR (4):

THE EAST 250 FEET OF THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTH FIFTY (50) FEET AND THE EAST THIRTY (30) FEET AND THAT CERTAIN SPANDREL IN THE NORTHEAST CORNER THEREOF, AS CONVEYED TO THE CITY OF LAS VEGAS FOR STREET AND ROAD PURPOSES.

PARCEL FIVE (5):

THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTH FIFTY (50) FEET AND THE WEST THIRTY (30) FEET AND THAT CERTAIN SPANDREL IN THE NORTHWEST CORNER THEREOF, AS CONVEYED TO THE CITY OF LAS VEGAS FOR STREET AND ROAD PURPOSES.

PARCEL SIX (6):

THE WEST EIGHTY FEET (80) OF THE NORTH ONE HUNDRED SIXTY-FIVE FEET (165) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM THE NORTH THIRTY FEET (30) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED AUGUST 22, 1957 IN BOOK 138 AS DOCUMENT NO. 113275, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THE SOUTH TWENTY FEET (20) OF THE NORTH FIFTY FEET (50) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED DECEMBER 12, 1931 IN BOOK 901231 AS DOCUMENT NO. 00310, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT "B"

1. Lease Agreement for Charter School between the City of Las Vegas and the Charter School Development Foundation, dated November 1, 2000.
2. Amendment No. 1 to Lease Agreement for Charter School between the City of Las Vegas and The Charter School Development Foundation, dated May 21, 2003