## (ATTACHMENT 1) ACTION ON A REQUEST TO APPROVE A REVISED THIRD AMENDMENT TO THE LEASE AGREEMENT WITH GREATER HOLY TEMPLE CHRISTIAN LEARNING CENTER, CORP., AT THE 76TH STREET SCHOOL PROPERTY LOCATED AT 5575 NORTH 76TH STREET

### THIRD AMENDMENT TO LEASE AGREEMENT

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** ("Third Amendment") is made the 1st day of July, 2020 by and between the Milwaukee Board of School Directors, a school district organized under Chapter 119 of the Wisconsin Statutes ("MPS"), and Greater Holy Temple Christian Learning Center, Corp. ("GHT"); and

WHEREAS, MPS and GHT entered into that certain Lease Agreement ("the Lease") dated May 30, 2008; and

WHEREAS, MPS and GHT entered into that certain First Amendment to Lease Agreement dated March 27, 2015; and

WHEREAS, MPS and GHT entered into that certain Second Amendment to Lease Agreement dated May 25, 2017; and

WHEREAS, MPS and GHT wish to amend the Lease a third time;

# NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, MPS and GHT hereby covenant and agree as follows:

1. Paragraph 2 of the Lease is amended to read as follows:

2. <u>Term</u> The term shall commence on July 1, 2008 and shall be for (13) years, terminating on June 30, 2021. If the Board resolves to reopen all or a portion of the demised premises as a Milwaukee Public School facility, it may terminate this lease upon service of a 365-day written notice to terminate. If such termination date falls within a scheduled academic semester of Lessee, termination will occur at the conclusion of that academic semester. Upon termination, Lessee shall vacate the premises in a manner consistent with the terms and conditions of the lease. This termination provision shall in no way limit the automatic termination of this lease upon default, or any other right the Board may have to terminate this lease.

2. Paragraph 3 of the Lease is amended to read as follows:

3. <u>Extension of Lease</u>: Lessee shall have two (2) consecutive options to extend this lease for a period of one (1) year as follows (singularly, "Extension" and collectively, "Extensions"):

A. July 1, 2021 to June 30, 2022.

B. July 1, 2022 to June 30, 2023.

Lessee may exercise an Extension upon Sixty (60) days written notice to Board prior to expiration of the term. The Extensions shall be governed by the terms of this lease.

3. The following is added to the chart contained in Paragraph 6 of the Lease:

13th	July 1, 2020 to June 30, 2021	\$592,479.00	\$148,120.00
14th (Extension A)	July 1, 2021 to June 30, 2022	\$604,329.00	\$151,082.00
15th (Extension B)	July 1, 2022 to June 30, 2023	\$616,415.00	\$154,104.00

4. Except as modified by the First Amendment, the Second Amendment, and this Third Amendment, the Lease shall continue in full force and effect as provided therein.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry to be executed by their duly authorized representatives as of the day and date set forth above.

### MILWAUKEE BOARD OF SCHOOL DIRECTORS

By:

Name: Larry Miller Title: President, Milwaukee Board of School Directors

By:

Name: Keith P. Posley, Ed.D. Title: Superintendent of Schools

#### **GREATER HOLY TEMPLE CHRISTIAN LEARNING CENTER, CORP.**

By:

Name: Edward De Shazer Title: President