(ATTACHMENT 4) 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

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made the 27th day of March 2015 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 ROE") dated May 30, 2008; and

WHEREAS, MPS and GHT wish to amend the Lease;

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. Term The term shall commence on July 1, 2008 and shall be for (9) years, terminating on June 30, 2017. If the Board resolves to reopen or 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. The following is added to the chart contained in Paragraph 6 of the Lease:

| 8#              | July 1, 2015 to June 30, 2016 | \$569,417.00 | \$142,354.25 |
|-----------------|-------------------------------|--------------|--------------|
| 9 <sup>th</sup> | July 1, 2016 to June 30, 2017 | \$569,417.00 | \$142,354.25 |

3. Paragraph 25 of the Lease is added and reads as follows:

25. Right of First Refusal. MPS hereby grants to GHT the right of first refusal with respect to the sale of all or any part of the premises. If at any time during the term of the Lease, MPS receives a bona fide offer to purchase the Property that is acceptable to MPS (the "Offer"), MPS shall forward a copy of said Offer to GHT. Within twenty (20) days following receipt of the Offer, GHT may notify MPS in writing that it elects to purchase the Property on the terms contained in the Offer. Said election, if exercised, shall be irrevocable and accompanied by a written offer to purchase on the terms specified in the Offer, which shall then constitute the contract between GHT and MPS. If GHT does not so notify MPS within the 20-day period, GHT's right of first refusal shall terminate and MPS may proceed to sell the Property to the person or entity who submitted the Offer on substantially the terms specified therein, and GHT will, upon request, promptly execute and deliver a document to evidence GHT's release of its right of first refusal with respect to the Property.

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

[Signatures appear on following page]

## Signature Page to First Amendment to Lease Agreement Between Milwaukee Board of School Directors and Greater Holy Temple Christian Learning Center, Corp.

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:

Michael Bonds, Ph.D

Title: President Board of School

Directors

By:

Dr. Darienne Driver

Title: Superintendent of Schools

GREATER HO CHRISTIAN

HOLY TEMPLE

LEARNING

CENTER, CORP.

Reverend James De Shazer

Title: President