(ATTACHMENT 1) ACTION ON A REQUEST FOR APPROVAL OF THE FIRST LEASE AMENDMENT BETWEEN MILWAUKEE PUBLIC SCHOOLS AND THE NEXT DOOR FOUNDATION FOR A PORTION OF THE O.W. HOLMES SCHOOL BUILDING

FIRST AMENDMENT TO LEASE BETWEEN THE MILWAUKEE BOARD OF SCHOOL DIRECTORS AND THE NEXT DOOR FOUNDATION

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made as of the <u>29</u> day of <u>June</u>, 2017, by and between THE MILWAUKEE BOARD OF SCHOOL **DIRECTORS** (hereinafter "the Board") and THE NEXT DOOR FOUNDATION (hereinafter "Lessee").

RECITALS

WHEREAS, the Board and Lessee entered into that certain Lease dated May 29, 2014; and

WHEREAS, the Board and Lessee wish to amend the Lease as set forth below.

NOW, THEREFORE, the parties hereto agree as follows (all capitalized terms used but not defined herein shall have the meaning set forth in the Lease):

- 1. Section 1(a) is hereby deleted and replaced with the following:
 - a. Leased space to include: As shown in Exhibit A, exclusive use of rooms 105, 106, 109, 113, 118, 119, 121, and 123, together with the non-exclusive use of certain hallways, restrooms (124 & 125), staff lounge (115), and large movement room for a total of 8,856 square feet.
- 2. Exhibit A to the Lease is hereby deleted and replaced with Exhibit A to this First Amendment.
- 3. Section 5 is hereby deleted and replaced with the following:
 - a. Lessee agrees to use the premises solely for the operation of K3 Head Start programming. Lessee shall operate the K3 Head Start program in a reputable and first-class manner so as not to injure the reputation of the Board. Lessee shall provide any and all resources, equipment, and personnel required to achieve such a reputable operation.
 - b. Lessee agrees that should its use of the premises cease to be for the operation of the K3 Head Start Program, then Lessee's rental fee shall be recalculated as provided in section 6(e).
- 4. Section 6(a) is hereby deleted and replaced with the following:

- a. Year one: \$35, 373. Year two: \$35,904. Year three: \$36,442. Year four: \$53,250. Year five: \$54,049. Rent shall be payable in twelve (12) equal monthly payments.
- 5. Section 6(d) is hereby deleted.
- 6. Section 6(e) is hereby deleted and replaced with the following:
 - a. If, as provided in section 5b, Lessee's use of the space is no longer for K3 Head Start programming, then Lessee's rental fee to the Board shall be calculated at a rate of \$12.00 per square foot. Any calculation of rent triggered under section 5b shall also include a 3% cost increase for each year the Lease is in force prior to change in Lessee's use.
- 7. 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 of Lease Agreement Between the Milwaukee Board of School Directors and The Next Door Foundation

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

LESSOR: MILWAUKEE BOARD OF SCHOOL DIRECTORS

Mark A. Sain President Milwaukee Board of School Directors Darienne B. Driver, Ed.D. Superintendent of Schools

LESSEE: THE NEXT DOOR FOUNDATION

Tracey Sparrow, Ed.D President

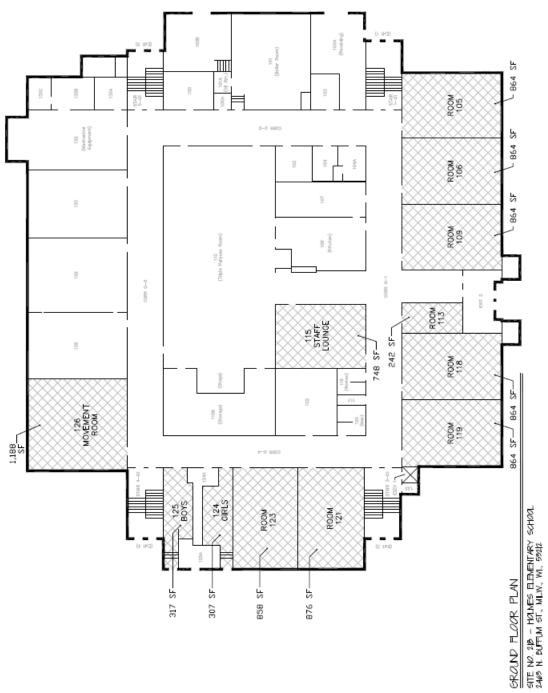


EXHIBIT A **Depiction of Leased Space**