

**SECOND AMENDMENT TO LEASE
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
LIT'L SCHOLARS DAY CARE
At
Thurston Woods Campus
Located at 3320 West Wren Avenue**

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made as of the _____ day of _____, 2023, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter "the Board") and **LIT'L SCHOLARS DAY CARE** (hereinafter "Lessee").

RECITALS

WHEREAS, the Board and Lessee entered into that certain Lease dated August 30, 2013; and

WHEREAS, the Board and Lessee entered into that certain First Amendment to the Lease dated June 28, 2018; 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 of the Lease is hereby deleted and replaced with the following:
 1. **PREMISES:** The Board does hereby lease demise and let into Lessee that portion of the facility located at 3320 W. Wren Avenue, Milwaukee, WI ("the Property") with an approximate area of 8,540 sq. ft. described below and as shown in Exhibit A hereto.
 - a. The "Leased Space" includes: the lower level, first floor and second floor with access to the toilet facilities.
 - b. Space not leased to Lessee shall not be leased for a use that is incompatible with the Lessee's use of the Property.
2. Section 2 of the Lease is hereby deleted and replaced with the following:
 2. **TERM:** The term shall commence on September 1, 2023 and will terminate on August 31, 2024, except either party may terminate the lease by providing the other party 60-day written notice of termination. Upon termination, Lessee shall vacate the Premises in a manner consistent with the terms and conditions of this Lease.
3. Section 5 of the Lease is hereby deleted and replaced with the following:
 5. **RENTAL:** Lessee shall pay a rental fee to the Board as follows:
 - a. Year one: \$43,030. Rent shall be payable in twelve (12) equal monthly payments on the first of each month.
 - b. First and last months payment is due five (5) days prior to the commencement date of this agreement.
 - c. Rent is to be paid to: Milwaukee Public Schools, Facilities and Maintenance

Services, 1124 North 11th Street, Milwaukee, Wisconsin, 53233, Attention:
Director.

4. Section 16 is hereby deleted and replaced with the following:

The Board will bear the cost of electricity, gas, water, sewer, recycling and trash removal. Lessee will pay for the installation, maintenance, and service of telephone lines and internet connections for its operation.

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

[Signatures appear on following page]

**Signature Page to Second Amendment of Lease Agreement
Between the Milwaukee Board of School Directors
and
Lit'l Scholars Day Care
at
Thurston Woods Campus
Located at 3320 West Wren Avenue**

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

**LESSOR:
MILWAUKEE BOARD OF SCHOOL DIRECTORS**

Marva Herndon
President, Milwaukee Board of School Directors

Date

Keith P. Posley, Ed. D.
Superintendent of Schools

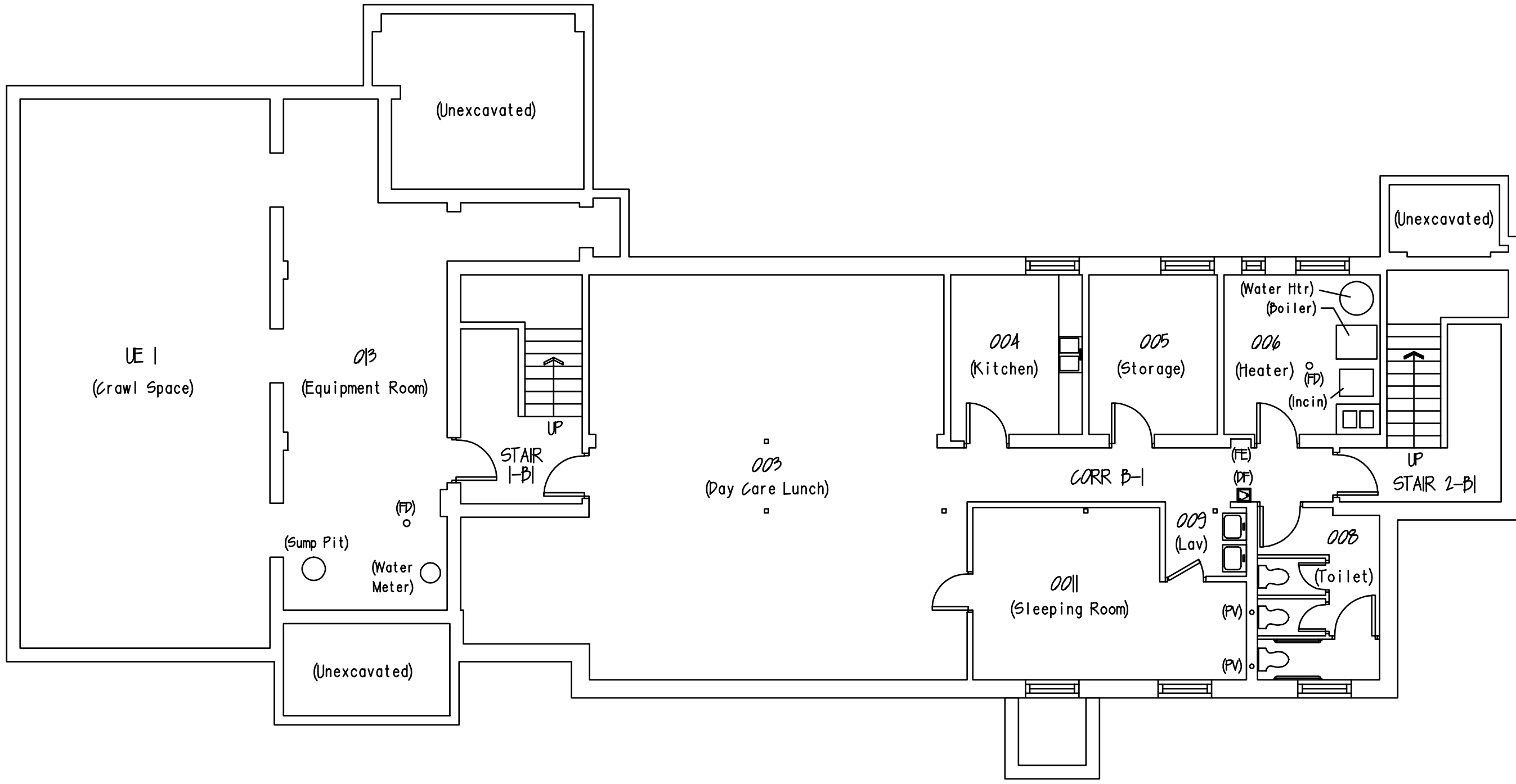
Date

**LESSEE:
LIT'L SCHOLARS DAY CARE**


Erma Belin
Sole Proprietor

Date

ATTACHMENT A

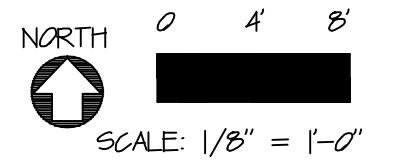


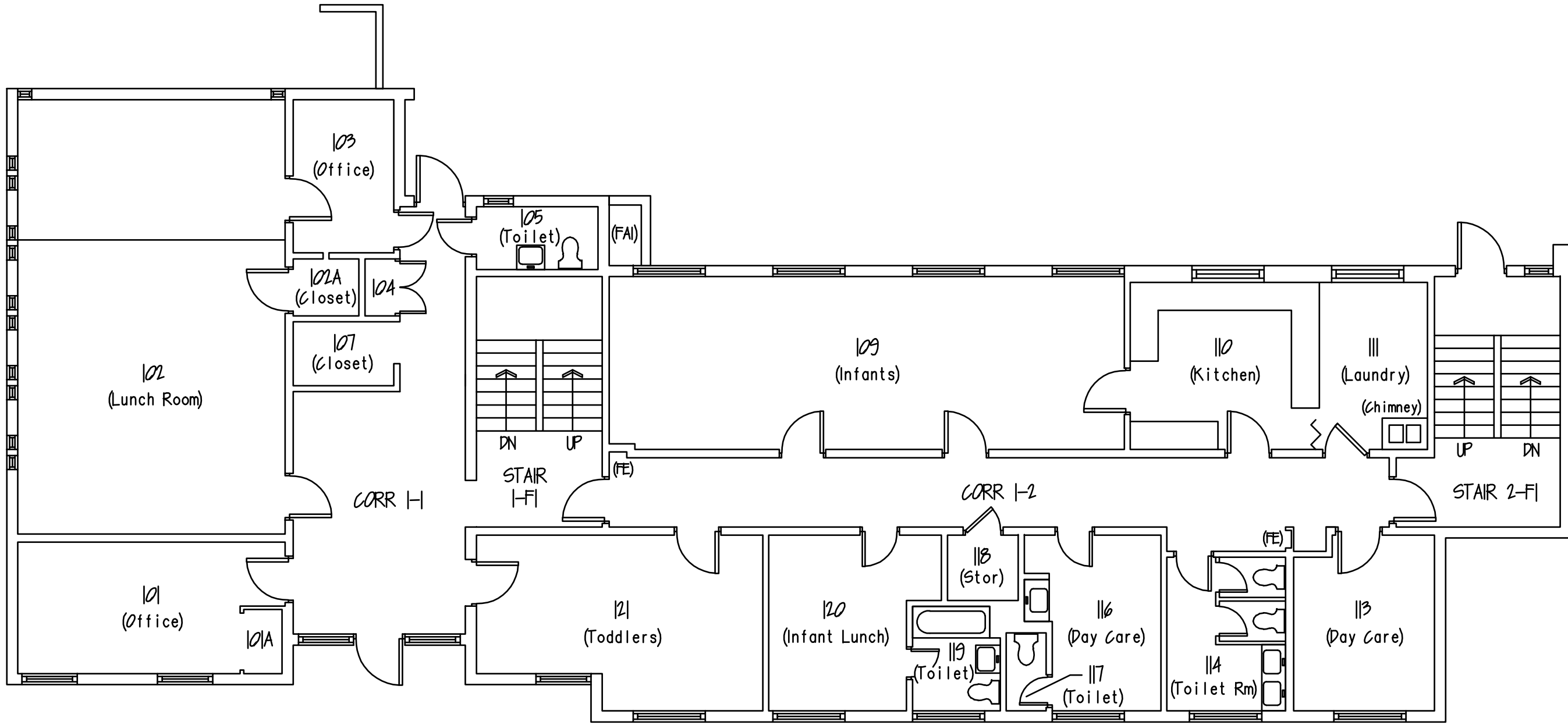
Milwaukee Public Schools
 Division of Facilities and Maintenance Services
 1124 North 11th Street
 P.O. BOX 0259
 Milwaukee, Wisconsin 53206-0259
 Phone : 414 283-4500
 Fax : 414 283-4602



BASEMENT FLOOR PLAN

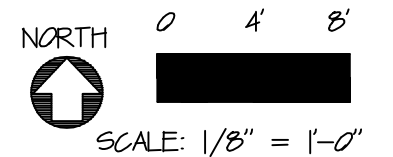
SITE NO: 151 - THURSTON WOODS SE
 3320 W. WREN AVE., MILW., WI 53209
 DATE: 1/7/09

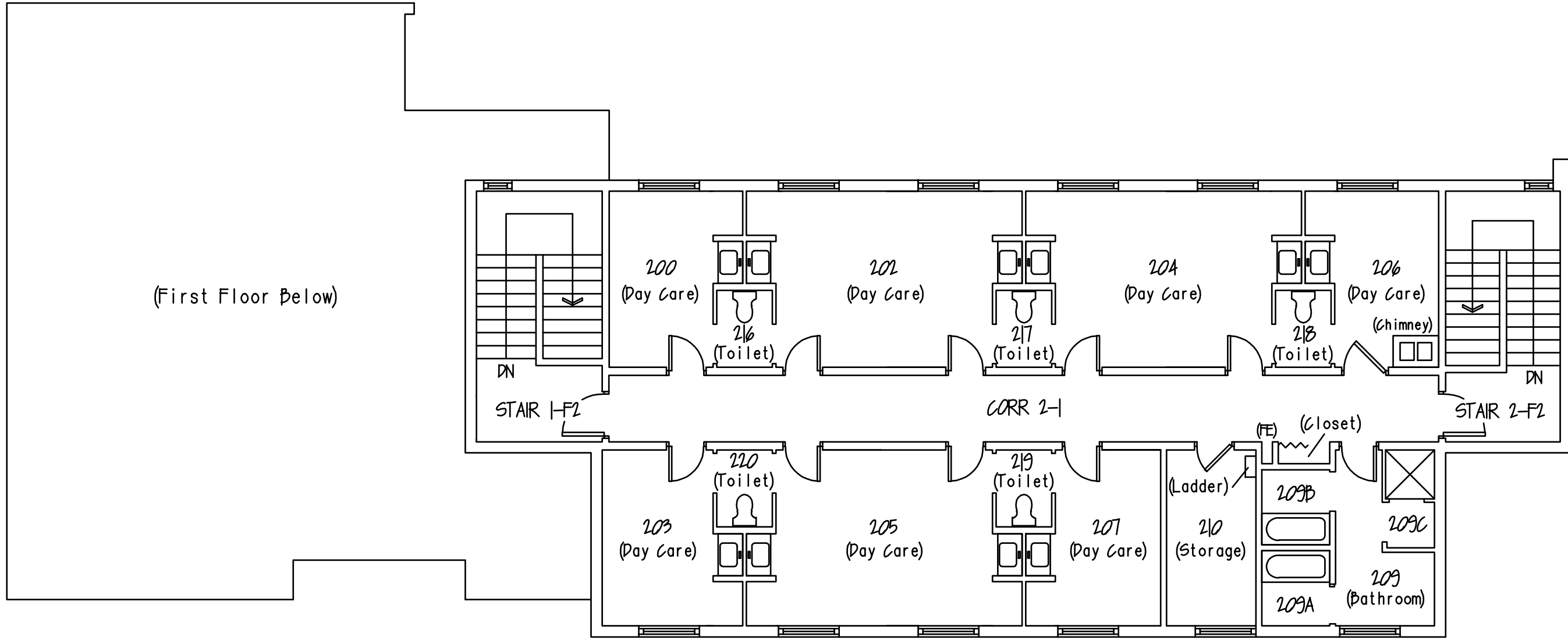




FIRST FLOOR PLAN

SITE NO: 151 - THURSTON WOODS SE
 3320 W. WREN AVE., MILW., WI 53209
 DATE: 1/7/09





SECOND FLOOR PLAN

SITE NO: 151 - THURSTON WOODS SE
 3320 W. WREN AVE., MILW., WI 53209
 DATE: 1/7/09

