

(ATTACHMENT 2) ACTION ON A REQUEST TO APPROVE THE SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN MILWAUKEE PUBLIC SCHOOLS AND LEARNING LINKS MGIS, LLC, FOR SPACE IN MILWAUKEE GERMAN IMMERSION SCHOOL LOCATED AT 3778 NORTH 82ND STREET

**FIRST AMENDMENT TO LEASE
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
LEARNING LINKS MGIS, LLC
For
Milwaukee German Immersion School
Located at 3778 North 82nd Street**

THIS FIRST AMENDMENT TO LEASE (“First Amendment”) is made as of the 28 day of June, 2018, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter “the Board”) and **LEARNING LINKS MGIS, LLC**(hereinafter “Lessee”).

RECITALS

WHEREAS, the Board and Lessee entered into that certain Lease dated August 25, 2017; 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 of the Lease is hereby deleted and replaced with the following:
 - a. Leased space to include: use of 10,991 square feet as shown on Exhibit A (the “Leased Space”). Lessee shall have the option to add an additional classroom to the Leased Space should Lessee determine that the additional classroom is needed for its programmatic needs. Lessee shall exercise this option by submitting a written request to the Board at least 30 days prior to the date on which Lessee wishes to occupy the additional classroom. The Board shall notify Lessee of the Board’s decision regarding Lessee’s request to occupy additional space within 14 days of receipt of Lessee’s request. Upon Lessee’s occupancy of the additional space, the rental amount due under Section 6 of the Lease shall be recalculated to reflect Lessee’s use of the additional space.

2. The following is hereby added as section 1 d. of the Lease:
 - d. Should the Board, as determined by the school principal, determine that a portion of the Leased Space is needed for school related activities, then the Board, via the school principal, shall give Lessee 72 hours written notice sent via e-mail to learninglinks.mgis@yahoo.com or other such address as the Lessee shall provide. If the Board, via the school principal, exercises its right under this subsection, then Lessee shall have the right to use rooms 3, 16, 17, 19, and 22 of

the Property for the duration of the Board's use of the Leased Space for school related activities. Lessee shall not be required to pay additional rent for the use of rooms 3, 16, 17, 19, and 22 under this subsection.

3. Section 2 of the Lease is hereby deleted and replaced with the following:
 2. TERM The term shall commence on July 1, 2017 and will terminate on June 30, 2019 except either party may terminate the lease by providing the other party 60-day written notice of termination. No notice of termination may be given less than 60 days prior to the end of the academic year. Upon termination, Lessee shall vacate the Premises in a manner consistent with the terms and conditions of this Lease.
4. Section 3 of the Lease is hereby deleted and replaced with the following:
 3. EXTENSION OF LEASE: Lessee shall have the option to extend this lease of the Premises for one additional one-year term ("the Extension"), contingent upon the negotiation and mutual agreement between the Board and the Lessee as to the rental fee and other Lease terms for the Extension.
5. Section 5(c) of the Lease is hereby deleted and replaced with the following:
 - c) Lessee further understands that the School is closed on all weekends and on all days in which Milwaukee Public Schools are closed for student instruction.
6. Section 6(a) of the Lease is hereby deleted and replaced with the following:

\$13,977.00 payable in twelve (12) equal monthly payments of \$1,164.75 due on or before the first day of each month.
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
Learning Links MGIS, LLC
For
Milwaukee German Immersion School
Located at 3778 North 82nd Street**

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



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

**LESSEE:
LEARNING LINKS MGIS, LLC**



Kristen Brost

EXHIBIT A

