

(ATTACHMENT 1) ACTION ON A REQUEST TO APPROVE THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH BANNER DAY LEARNING CORP. AT THE 35TH STREET SCHOOL PROPERTY LOCATED AT 3517 WEST COURTLAND AVENUE

**FIRST AMENDMENT TO LEASE
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
BANNER DAY LEARNING CORP.
AT
35TH STREET SCHOOL BUILDING**

THIS FIRST AMENDMENT TO LEASE (“First Amendment”) is made as of the 27th day of June, 2019, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter “the Board”) and **BANNER DAY LEARNING CORP.** (hereinafter “Lessee”).

RECITALS

WHEREAS, the Board and Lessee entered into that certain 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 2 of the Lease is hereby deleted and replaced with the following:

2. TERM: The term shall commence on July 1, 2019, and will terminate on June 30, 2020, 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 more 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 the Lease.

2. Section 5.a 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. Annual rent of \$100,896 shall be payable in twelve (12) equal monthly payments.

3. Section 17 of the Lease is hereby deleted and replaced with the following:

17. MAINTENANCE AND CLEANING AND SAFETY SERVICES:
The Board shall provide certain maintenance included in the rental charged hereunder. The Board shall maintain the interior and exterior building structure and systems of the demised premises including

mechanical equipment. The Lessee shall provide for general cleaning and janitorial services of the interior of the demised premises. Basic safety services if purchased by Lessee from the MPS Division of Safety Services shall be available during regular building hours. The Board will provide and maintain a remotely monitored intrusion alarm system and will issue up to three pass cards to lessee for access to the facility. Lessee will be charged \$100 per occurrence for failing to properly arm/disarm the system and for every false alarm caused by the Lessee, its employees, and officers.

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 of Lease Agreement Between
the Milwaukee Board of School Directors
and
Banner Day Learning Corp.
at
35th Street School Building**

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

**LESSOR:
MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

Larry Miller
President
Milwaukee Board of School Directors

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

**LESSEE:
BANNER DAY LEARNING CORP.**

Eric Carlton
President