

This Amendment will be posted on the CPS website.

FIRST AMENDMENT TO THE LEASE AGREEMENT
between the Holy Trinity Greek Orthodox Church and
Socrates Greek-American School ("Landlord")
and the Board of Education of the City of Chicago ("Tenant")
(For a portion of 6041 W. Diversey Avenue, Chicago, Illinois)

This **FIRST AMENDMENT** ("First Amendment") to the **LEASE AGREEMENT** ("Lease") is made and entered into this 13th day of March, 2014, by and between the **HOLY TRINITY GREEK ORTHODOX CHURCH** and **SOCRATES GREEK-AMERICAN SCHOOL** (collectively, the "Landlord") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Tenant").

RECITALS:

- A. Landlord and Tenant entered into the Lease on August 1, 2011 for a portion of a building located at 6041 W. Diversey Avenue, Chicago, Illinois ("Building"), as more particularly described in the Lease and in this First Amendment.
- B. Landlord and Tenant mutually desire to amend the Lease as set forth below to:
- i. Modify the description of the Premises;
 - ii. Revise the Term of the Lease;
 - iii. Modify the Right of Early Termination; and
 - iv. Revise the Rent.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms**: All of the defined terms used herein shall have the same meaning as in the Lease unless otherwise stated herein or the context clearly requires a different meaning or connotation.
2. **Premises**: The description of the Premises in "Recital B" of the Lease is deleted and replaced with the following: "Tenant desires to lease the Building consisting of 22,500 square feet and made up of fourteen (14) classrooms, offices, library, lunchroom, and gym. The Premises also includes use of two (2) parking lots. Ingress and egress from the parking lots is on Meade Avenue and McVicker Avenue."
3. **Grant/Term**: Paragraph 1 of the Lease is deleted and replaced with the following: "Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for a term commencing August 1, 2011 and ending June 30, 2024 ("Term")."
4. **Right of Early Termination**: Paragraph 2 of the Lease is amended to add the following to the end: "Beginning January 1, 2017, either party shall have the right to terminate the Lease upon one hundred eighty (180) days prior written notice to the other party."

This Amendment will be posted on the CPS website.

5. **Rent:** Paragraph 4 of the Lease is deleted and replaced with the following:

In consideration of leasing the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord, as rent for the Premises ("Rent"), the following:

- a. For the first five (5) years of the Lease (*i.e.*, August 1, 2011 through July 31, 2016): Fourteen Thousand Three Hundred Seventy-Five Dollars (\$14,375.00) each month, with an annual Rent being One Hundred Seventy-Two Thousand Five Hundred Dollars (\$172,500.00); and
- b. For the next eight years of the Lease (*i.e.*, August 1, 2016 through June 30, 2024): Fourteen Thousand Eight Hundred Six Dollars and Twenty-Five Cents (\$14,806.25) each month, with an annual Rent being One Hundred Seventy-Seven Thousand Six Hundred Seventy-Five Dollars (\$177,675.00).

6. **Shared Space:** It is recognized and acknowledged by both parties that the lunchroom, gymnasium, and parking lots within the Premises have been and shall continue during the Term of the Lease to be shared by Landlord and Tenant ("Shared Space"). Tenant shall have the first right of refusal for the use of the Shared Space during the Use times identified in Paragraph 3 of the Lease (*i.e.*, Mondays through Fridays between 7:00 a.m. and 4:00 p.m.). Landlord shall have an equal opportunity to use the Shared Space outside of those Use times.

7. **Counterparts and Facsimile:** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered to be binding on both parties.

8. **Freedom of Information Act:** Landlord acknowledges that this First Amendment and all documents submitted to the Board related to this contract are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this First Amendment is subject to reporting requirements under 105 ILCS 5/10-20.40. Landlord further acknowledges that this First Amendment shall be posted on the Board's website at www.cps.edu.

9. **Lease:** Except as expressly provided in this First Amendment, all terms and conditions of the Lease are and shall remain in full force and effect during the Term of the Lease.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

This Amendment will be posted on the CPS website.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth in the beginning of this document.

TENANT:

THE BOARD OF EDUCATION *JED*
OF THE CITY OF CHICAGO

By: *David J. Vitale*
David J. Vitale, President

Attest: *Estela M. Beltran 3/13/14*
Estela G. Beltran, Secretary

Date: *3/13/14*

Board Report No. 13-1218-OP1-1

Approved as to legal form: *JED*

James L. Bebley/CJC
James L. Bebley, General Counsel

LANDLORD:

HOLY TRINITY GREEK ORTHODOX CHURCH and
SOCRATES GREEK-AMERICAN SCHOOL

By: *Kyriakos J. Pantikas*
Name: *KYRIAKOS J. PANTIKAS*
Title: *PARISH COUNCIL PRESIDENT*

Date: *03/02/2014*