

FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
AND CHICAGO CHURCH OF CHRIST

Form 12/2013

This First amendment to License Agreement ("First Amendment") is entered into as of the 7th Day of August, 2019 ("Effective Date") by and between the **Board of Education of the City of Chicago**, a body politic and corporate and commonly known as the Chicago Public Schools (the "Board" or "CPS" or "Licensor"), and Chicago Church of Christ, an Illinois not-for-profit corporation ("Licensee"), collectively (the "Parties").

RECITALS:

- A. The Parties entered into a License Agreement ("**Agreement**") for the use of certain Premises at Edward Beasley Elementary Magnet Academic Center, 5255 S STATE ST Chicago IL 60609 for a term commencing on November 1, 2018 and ending on October 31, 2020 ("Term"); and
- B. The Parties hereto now desire to amend the Agreement as set forth below:
 - ✓ License Fee

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and made a part of this First Amendment and the mutual covenants contained herein, the Parties agree as follows:

- 1. **Defined Terms**. Any and all capitalized terms contained in this Amendment and not defined herein shall have the definition as set forth in the Agreement.
- 2. **Amended Provisions**. The following provisions of the Agreement are amended as of the Effective Date of this First Amendment:

4. **License Fee**. Licensee shall pay in advance, directly to the School at the address identified in Section 1, a license fee in the amount of \$4,500 per month ("License Fee"), approximately \$115 per hour, for a total fee of \$54,000. Payment shall be made in monthly installments of \$4,500 each, and shall be due on the first day of the month.

shall be amended to:

4. **License Fee**. Licensee shall pay in advance, directly to the School at the address identified in Section 1, a license fee in the amount of \$155.55 per hour or \$1,400 per week, whichever amount is greater ("License Fee"), for a total minimum fee of \$40,000 annually. Payment shall be made in monthly installments and shall be due on the first day of the month.

- 3. **Original Agreement**. Except as expressly provided in this First Amendment, all terms and conditions of the Agreement are and shall remain in full force and effect during the Term.

THIS AMENDMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the first date written above.

LICENSOR:

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: Ann Yi
Ann Yi, Real Estate Advisor
[Board Rule 7-13]

Date: August 23, 2019

LICENSEE:

Chicago Church of Christ

By: Michael Linder

Date: 8/9/2019