

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment To Lease Agreement ("First Amendment") is entered into as of December 6, 2017 (the "Effective Date") between the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate ("Board" or "Landlord" or "BOE") and NORTH LAWDALE COLLEGE PREPARATORY CHARTER HIGH SCHOOL, an Illinois not-for-profit corporation ("Tenant" or "NLCP"). Landlord and Tenant collectively are referred to hereinafter as the "Parties" and each individually as a "Party."

RECITALS

- A. Landlord beneficially owns or controls George Howland School of the Arts ("School"). The School is located at 1616 South Spaulding Avenue, Chicago, Illinois ("Building").
- B. The Parties entered into that certain Lease Agreement made as of August 20, 2001 ("Original Lease") for a portion of the Building known as the "1893 Space" as well as that portion known as the "Annex Space" and certain other space (collectively the "Premises"), together with certain common areas (the "Shared Areas"), as is more fully set forth in the Original Lease for Tenant's Christiana campus. The Original Lease further provided that Landlord was to occupy the remainder of the Building and operate the George Howland School of the Arts ("Howland") therein.
- C. As of August 20, 2001, the Parties also entered into that certain "Work Letter and Construction Agreement" ("Construction Agreement"). Pursuant to the Construction Agreement, the Board agreed to cause to be constructed certain improvements to the "Howland Property" (defined in the Recitals therein as consisting of the Premises and the rest of the real property and improvements commonly known as the George Howland School of the Arts located at the 1616 South Spaulding Avenue address).
- D. The "Premises Construction" is defined in the Construction Agreement as all alterations, improvements and installations to be constructed or installed by BOE (or on its behalf) for NLCP in the Premises according to [the Construction Agreement], as the same are more specifically detailed on Exhibit B attached to [the Construction Agreement and made a part thereof], but shall not include the Tenant's Work, as set forth in the Lease. Section 3.2 of the Construction Agreement provided in pertinent part that, "NLCP shall make a Charter Contribution towards the costs of the Premises Construction in accordance with the terms and provisions of the Lease."
- E. The Original Lease provided that Tenant would pay to Landlord the sum specified therein as the "Charter Contribution" in installments as set forth in and in accordance with the terms set forth in Subsection 3.b through 3.d of the Original Lease (the "Payment Schedule/Terms").
- F. Landlord and Tenant desire to modify the Charter Contribution and the Payment Schedule/Terms as more fully set forth herein.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this First Amendment as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation. The term "**Lease**" shall mean and shall consist of the Original Lease, as amended by this First Amendment.

2. **MODIFICATION OF CHARTER CONTRIBUTION AND PAYMENT/SCHEDULE TERMS.** Subsections 3.b. and 3.c. of Section 3 ("**Construction**") of the Original Lease are deleted in their entirety, and substituted in lieu thereof is the following language:

3.b. Tenant shall pay Landlord the sum of \$825,000.00 toward the costs of the Construction (the "Modified Charter Contribution"). The Modified Charter Contribution shall be paid as follows:

Fiscal Year 2002	\$400,000	(previously paid)
Fiscal Year 2018	\$ 90,000	
Fiscal Year 2019	\$ 90,000	
Fiscal Year 2020	\$ 90,000	
Fiscal Year 2021	\$ 80,000	
Fiscal Year 2022	\$ 75,000	

References to "Fiscal Year" shall mean the Board's Fiscal Year. Tenant hereby authorizes Landlord to deduct the Modified Charter Contribution pursuant to the above modified payment schedule from Tenant's general education quarterly payment under the Charter School Agreement.

3.c. If this Lease is terminated as a result of a default by the Tenant or a Sublease or Assignment without Landlord's consent in accordance with Section 22 of this Lease, Tenant's obligation to pay the balance of the Charter Contribution shall be accelerated and Tenant shall promptly pay the Landlord said balance in one (1) lump sum payment.

3. **NOTICES.** Paragraph 12 of the Original Lease ("**Notices**") is amended to provide that the addresses to which notices to Landlord and Tenant are to be addressed are:

To Landlord: Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Department of Real Estate (or if none, Chief Operations Officer)
Facsimile: 773/553-2951
Email: facilities @cps.edu

With a copy to: Board of Education of the City of Chicago

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Law Department
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel
Facsimile: 773/553-1701

To Tenant: North Lawndale College Preparatory Charter High School
1615 South Christiana Avenue
Chicago, Illinois 60623
Attn: Dr. Garland Thomas McDavid, President
Phone: 773/542-1490
Facsimile: 7735426955
Email: gthomasmc david@nlcphs.org

4. **ADDITIONAL TERMS.** The following are added as additional terms to the Original Lease at Section 25 ("Miscellaneous"):

25.p. **FREEDOM OF INFORMATION ACT.** Tenant acknowledges that this Lease and all related documents 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 are subject to reporting requirements under 105 ILCS 5/34-220. Tenant further acknowledges that this Lease shall be posted on the Board's Internet website at <http://www.cps.edu>.

25.q. **AUTHORITY.** In the event Tenant is an entity other than a sole proprietorship, Tenant represents that it has taken all action necessary for the approval and execution of this First Amendment, and execution by the person signing on behalf of Tenant is duly authorized by Tenant and has been made with complete and full authority to commit Tenant to all terms and conditions of this First Amendment which shall constitute valid, binding obligations of Tenant.

5. **COUNTERPARTS AND FACSIMILES.** 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

11. **ORIGINAL LEASE TERMS.** Except as modified or amended herein, all other terms of the Original Lease are unchanged and shall remain in full force and effect. In the event of any inconsistency between this First Amendment and the Original Lease, the terms of this First Amendment shall control.

[SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

LANDLORD:

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

TENANT:

NORTH LAWNSDALE COLLEGE
PREPARATORY CHARTER HIGH SCHOOL

By: Miguel del Valle
Name: Miguel del Valle
Title: President
Attest: Estela G. Beltran 12/4/19
Name: Estela G. Beltran
Title: Secretary

By: [Signature]
Name: Richard Thomas-Hedavid
Title: CEO + President
Attest: [Signature]
Name: Senita Murphy
Title: Principal - College

Date: 12/4/19

Date: 9.30.19

[Signature]
Dr. Janice K. Jackson, EdD, Chief Executive Officer

Board Report Number: 17-1206-OP4; 18-0321-AR5-24; 18-0523-AR1-19;

Approved as to legal form:

[Signature] 18-0725-AR1-15; 18-0926-AR5-11; 18-1205-AR3-7; 19-0123-AR1-6
19-0327-AR1-3; 19-0522-AR1-3; 19-0724-AR1-3;
19-1120-AR1-4

[Signature]
Joseph T. Moriarty, General Counsel