

SECOND EXTENSION OF PERMIT AND RIGHT OF ENTRY AGREEMENT

THIS SECOND EXTENSION OF PERMIT AND RIGHT OF ENTRY AGREEMENT (this "Second Extension") is made as of the last date written on the signature page (the "Effective Date") between the Board of Education of the City of Chicago, a body politic and corporate having its principal offices at 42 W. Madison, Chicago, Illinois 60602 (the "Board"), and Solstice in the Park, LLC, a Delaware Limited Liability Company, having its principal offices at 32 N. Dean Street, 2nd Floor, Englewood, NJ 07631 ("Solstice").

RECITALS

1. The Board controls the real property commonly known as the Bret Harte School located at 1556 E. 56th Street, Chicago, Illinois legally described on Exhibit A (the "School" or the "School Property").
2. The Board and Solstice entered into that certain Permit and Right of Entry Agreement ("Agreement") dated as of October 7, 2022 in which the Board granted Solstice the right to construct and maintain a protective construction high-bay Canopy over the Drive Lane of the Bret Harte School until the exterior envelope of the Solstice Building is repaired for the period commencing on October 8, 2022 and ending on the earlier of completion of Solstice's repair of the exterior of the Solstice Building or March 31, 2023. The parties thereafter extended the Agreement through December 31, 2023.
3. Solstice desires to further extend the Agreement for an additional six (6) month period on the terms and conditions as set forth herein, and not otherwise.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference and made a part of this Agreement 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.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the Permit and Right of Entry Agreement.
2. **SECOND EXTENSION TERM.** The term of the Permit and Right of Entry Agreement shall be extended and shall terminate on the earlier of completion of Solstice's repair of the exterior of the Solstice Building or June 30, 2024 (unless sooner terminated pursuant to Section 20).
3. **FEE.** Solstice shall pay the Board Five Thousand Dollars (\$5,000.00) for the limited right to enter and use the School Property during the Second Extension Term. The fee shall be paid to the Board upon execution of this Second Extension.
4. **OTHER TERMS.** Except as specifically amended herein, all other terms of the Agreement shall remain in full force and effect during the extended term.
5. **ENTIRE AGREEMENT.** This Second Extension embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein. This Second Extension may not be amended or modify without the written consent of the parties.
6. **COUNTERPARTS.** This Second Extension may be executed in counterparts and with digital signatures, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. Original and digital signatures delivered by facsimile or electronic means shall be considered binding on both parties.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Second Extension as of the dates indicated below.

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

**SOLSTICE ON THE PARK LLC
a Delaware Limited Liability Company**

DocuSigned by:
Charles Mayfield
By: _____
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Charles E. Mayfield
Chief Operating Officer

David J. Kuker
By: _____
Name: David J. Kuker
Title: Secretary of its Manager

Date: October 16, 2023 | 8:30:11 AM CDT

Date: 10/11/2023

Authorization: Board Rule 7-13^s
Approved as to legal form: ES

DocuSigned by:
Ruchi Verma
By: _____
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Ruchi Verma
General Counsel

DS
JMM