

**SECOND AMENDMENT TO PARISH RIDER F TO MASTER LEASE AGREEMENT**

THIS SECOND AMENDMENT TO PARISH RIDER F TO MASTER LEASE AGREEMENT (this “Second Amendment to Rider F”) is dated as of the latter of the two dates set forth on the signature page below, but effective as of July 1, 2021 (the “Effective Date”), by and between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole (“Landlord”) and **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (“Tenant”). Landlord and Tenant may collectively hereinafter be referred to as the “Parties” and each a “Party.”

**WITNESSETH**

WHEREAS, Landlord and Tenant are the Parties to the Master Lease dated April 23, 2018, but effective as of July 1, 2015 (“Master Lease”);

WHEREAS, Landlord is the owner of the land and improvements commonly known as **ST. COLUMBA PARISH** (“Parish”) including: (i) the church building at 3340 E. 134<sup>th</sup> St. (“Church”); (ii) the school building 3340 E. 134<sup>th</sup> St. (“School”); and (iii) the parking lot located to the south of the Church on E. 134<sup>th</sup> St. (“Parking Lot”), (collectively “Landlord’s Property”); and

WHEREAS, Landlord and Tenant had previously entered into Rider F dated May 9, 2018, but effective as of July 1, 2015, and which was terminated as of June 30, 2017;

WHEREAS, Landlord and Tenant reinstated and amended Rider F pursuant to that certain Amended Rider F to Master Lease Agreement dated September 9, 2019, but effective as of September 1, 2019 (“Amended Rider F”);

WHEREAS, Landlord has agreed to lease and Tenant has agreed to accept additional space in the School known as the Excluded Space as more specifically defined in Amended Rider F and the Church (the Excluded Space and Church shall hereinafter be collectively referred to as the “Additional Area”); and

WHEREAS, Landlord and Tenant wish to further amend Rider F to the Master Lease Agreement pursuant to this Second Amendment to Rider F; and

NOW THEREFORE, for and in consideration of their mutual covenants and agreements hereinafter set forth and the above recitals which are by this reference incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, Landlord and Tenant agree as follows:

1. **PREMISES.** As of the Effective Date hereof, Rider F is hereby amended so that the Premises demised thereunder shall include, in addition to the Premises currently under

lease, the Additional Area, subject to all of the terms, conditions, covenants and agreements contained in the Master Lease. Tenant hereby expressly agrees that it is taking possession of the Additional Area in “as-is”, “where-located” condition without warranties of any kind, subject to the terms and conditions of the Master Lease. From and after the Effective Date hereof, all references to the Premises under Rider F shall mean the entirety of the School and Church.

2. **ACCESS AREA.** A. As of the Effective Date hereof, Section 2(d), Parish Hall, is hereby amended by deleting Section 2(d)(iv) in its entirety.

B. As of the Effective Date hereof, Section 2(d)(v) is hereby by amended by deleting “Open Space and Parish Hall” and inserting “ and Open Space” in lieu thereof.

3. **BASE RENT.** Base Rent payable under Section 4 is hereby amended so that from and after the Effective Date hereof, Tenant shall pay Base Rent for the Premises as follows:

Period	Period Amount	Monthly Amount
7/1/2021 – 6/30/2022	\$163,007.25	\$13,583.94
7/1/2022 – 6/30/2023	\$168,712.50	\$14,059.38
7/1/2023 – 6/30/2024	\$174,617.44	\$14,551.45
7/1/2024 – 6/30/2025	\$180,729.05	\$15,060.75

4. **ADDITIONAL RENT.** A. Section 5(a), Electrical Service Costs, is hereby amended so that from and after the Effective Date hereof, Tenant shall pay electrical service costs as follows:

Period	Period Amount	Monthly Amount
7/1/2021 – 6/30/2022	\$21,912.45	\$1,826.04
7/1/2022 – 6/30/2023	\$22,569.82	\$1,880.82
7/1/2023 – 6/30/2024	\$23,246.92	\$1,937.24
7/1/2024 – 6/30/2025	\$23,944.33	\$1,995.36

Section 5(a) is further amended so that from and after the Effective Date hereof, Tenant shall pay additional electrical costs for window air conditioning units as follows:

Period	Period Amount	Monthly Amount
7/1/2021 – 6/30/2022	\$2,850.40	\$237.53
7/1/2022 – 6/30/2023	\$2,935.91	\$244.66
7/1/2023 – 6/30/2024	\$3,023.99	\$252.00
7/1/2024 – 6/30/2025	\$3,114.71	\$259.56

B. Section 5(b), Gas Service Costs, is hereby amended so that from and after the Effective Date hereof, Tenant shall pay gas service costs as follows:

Period	Period Amount	Monthly Amount
7/1/2021 – 6/30/2022	\$30,641.80	\$2,553.48
7/1/2022 – 6/30/2023	\$31,561.05	\$2,630.09
7/1/2023 – 6/30/2024	\$32,507.89	\$2,708.99
7/1/2024 – 6/30/2025	\$33,483.12	\$2,790.26

5. **TENANT'S RIGHT TO DEMOLISH**. Upon prior written notice to Landlord, Tenant may demolish and remove the trailer currently located on the Premises. Further, Tenant agrees to pay all costs and fees related to the demolition and removal of the trailer.
6. **BROKERS**. Tenant represents and warrants to Landlord that neither it nor its affiliates or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiation or making of this Second Amendment to Rider F and Tenant agrees to indemnify and hold Landlord harmless from the claim or claims of any broker or brokers claiming to have interested Tenant in the Premises or claiming to have caused Tenant to enter into this Second Amendment to Rider F.
7. **DEFINED TERMS; EFFECT OF AMENDMENT**. The capitalized terms used herein and otherwise defined in this Second Amendment to Rider F shall have the same meaning as set forth in the Master Lease. Except as expressly modified in this Second Amendment to Rider F, all other terms and conditions of the Master Lease shall remain in full force and effect. This Second Amendment to Rider F contains the entire agreement of the parties hereto with respect to the Premises, and all preliminary negotiations with respect thereto are merged into and superseded by this Second Amendment to Rider F. If any conflict exists between the terms or provisions of the Master Lease and the terms or provisions of this Second Amendment to Rider F, the terms and provisions of this Second Amendment to Rider F shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to Rider F to be duly executed.

**LANDLORD:**

**TENANT:**

**THE CATHOLIC BISHOP OF CHICAGO,**  
an Illinois corporation sole

**BOARD OF EDUCATION OF THE CITY OF CHICAGO,** a body politic and corporate

Signature: *Eric Wollan*  
Eric Wollan,  
Chief Capital Assets Officer

Signature: *Charles Mayfield*  
Printed Name: Charles E. Mayfield

Date: 02/23/24

Title: Chief Operating Officer \_\_\_\_\_  
Date: January 24, 2024 | 1:55:15 PM CST

Acknowledged as to form on behalf of Parish:

Approved as to legal form: *ES*

*Fr. Simonetti*  
Rev. David Simonetti, Pastor,  
St. Columba Parish

DocuSigned by:  
*Ruchi Verma*  
Ruchi Verma, General Counsel

Board Report: 18-0228-OP1