

FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
AND PATHWAYS IN EDUCATION

Form 12/2013

This First amendment to License Agreement ("First **Amendment**") is entered into as of the 4th Day of September, 2015 ("**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 "**Licensors**"), and Pathways in Education, an Illinois not-for-profit corporation, having an address of 310 North Halsted Street, Suite 100, Pasadena, CA ("**Licensee**"), collectively (the "**Parties**").

RECITALS:

- A. The Parties entered into a License Agreement ("**Agreement**") for the use of certain Premises at Moses Montefiore Special Elementary School located at 1310 South Ashland Ave, Chicago, Illinois for a term commencing on August 31, 2015 and ending on February 5, 2016 ("**Term**"); and
- B. The Parties hereto now desire to amend the Agreement as set forth below:

The Premises

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 in paragraph 1 is amended as of the Effective Date of this First Amendment:

Replace the following text:

a portion of Moses Montefiore Special Elementary School located at 1310 S Ashland Ave Chicago, Illinois ("the School"), consisting of approximately 29,118 square feet of the areas as shown on attached Exhibit A ("the Premises"), for the sole purpose of running an educational program ("the Use"), and only during the time periods expressed herein.

with the following text:

a portion of Moses Montefiore Special Elementary School located at 1310 S Ashland Ave Chicago, Illinois ("the School"), consisting of approximately 29,118 square feet of the areas as shown on attached Exhibit A ("the Premises"), for the sole purpose of running an educational program ("the Use"), and only during the time periods expressed herein. **An additional 885 square foot room south of the gymnasium as shown by the "X" on the attached Exhibit C shall be included for no additional fee.**

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.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment.

LICENSOR:

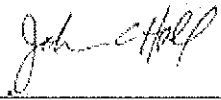
**THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

By: 
Liza Balistreri, Director of Real Estate

Date: 9.29.15

LICENSEE:

Pathways in Education

By: 
John Hall
Vice President

Date: 9/28/2015

EXHIBIT C

