

SECOND AMENDMENT TO COMMERCIAL LEASE

THIS SECOND AMENDMENT TO COMMERCIAL LEASE, made and entered into effective August 1, 2022 (the “**Effective Date**”) by and between **IFF QUALITY SEATS – BROADWAY, LLC**, an Illinois limited liability company (hereinafter referred to as “**Landlord**”) and **CITIZENS OF THE WORLD CHARTER SCHOOLS – KANSAS CITY**, a Missouri nonprofit public benefit corporation (hereinafter referred to as “**Tenant**”).

WITNESSETH

WHEREAS, Landlord and Tenant entered into a certain Commercial Lease Agreement dated June 13, 2016 (as amended, the “**Lease**”) under which Landlord leased to Tenant and Tenant rented from Landlord the Property, as more particularly described in the Lease; and

WHEREAS, it has been determined that the roof of the Property needs to be replaced and repaired at a cost of \$97,784. Pursuant to the terms of the Lease, Landlord is responsible for repairing the roof, and any such expenses are to be included in the calculation of the Base Rent Amount and ultimately paid for by Tenant; and

WHEREAS, Tenant has requested that Landlord pro-rate the costs of the roof repair over three years, so as not to increase the Base Rent so significantly for one year; and

WHEREAS, Landlord and Tenant have agreed to amend the Lease to provide that the total costs of the roof repair will be included in calculating the Base Rent Amount over the following 3 years, subject to the terms and conditions set forth below in this Second Amendment.

NOW THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree to amend the Lease as follows:

1. Defined Terms. Unless otherwise defined in this Second Amendment, all capitalized terms used herein shall have the same meanings as are ascribed to those terms in the Lease.
2. Incorporation of Roof Repair Expenses into Base Rent Amount. Notwithstanding anything set forth in the Lease to the contrary, Landlord will procure the repair of the roof, with the Tenant’s involvement, including removal and replacement of existing roofing with a five-year labor guarantee and 20-year materials guarantee (the “Roof Repair”) and the total costs of the Roof Repair will be included in calculating the Base Rent Amount as follows: (i) \$32,594.67 for the Lease Year beginning August 1, 2022; (ii) \$32,594.67 for the Lease Year beginning August 1, 2023; and (iii) the remaining amount of the expenses related to the Roof Repair for the Lease Year beginning August 1, 2024. The monthly amount due from the Roof Repair to be added to the base rent cost is \$2,716.22. In the event Tenant purchases the property prior to the end of the three-year term, the remaining unpaid Roof Repair costs shall be added to the purchase price.
3. Entire Agreement. The Lease, as amended by this Second Amendment, contains all of the agreements of the parties hereto with respect to the Lease and no other agreement,

understanding, representation or other incentive of or by the parties prior to the date hereof or contemporaneously herewith shall be effective except as expressly set forth or incorporated herein.

4. Ratification of Lease. Except as amended, modified, and/or supplemented by this Amendment, all of the terms and provisions of the Lease remain in full force and effect and are hereby ratified and confirmed in every respect.

5. Authority. Each party represents and warrants to one another that it has full right and power to enter into and to perform the obligations of this Amendment, this transaction has been duly authorized by all requisite corporate action, and that the individual signing this Amendment on its behalf has due authority to do so, such that no additional consents or approvals are required. Each party hereby further represents and warrants to the other that this Amendment is binding and shall inure to the benefit of such party and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Commercial Lease on the date first above written.

TENANT:

CITIZENS OF THE WORLD CHARTER SCHOOLS – KANSAS CITY,
a Missouri nonprofit public benefit corporation

By _____
Its: _____

LANDLORD:

IFF QUALITY SEATS – BROADWAY, LLC,
an Illinois not for profit limited liability company

By: **IFF**, its manager

Name: _____
Title: _____