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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/30/2017 01:15 PM PG: 1 OF 7

PREPARED BY AND AFTER
RECORDING RETURN TO:

Mark S. Jamil, Esq.
Burke Burns & Pinelli, Ltd.
Three First National Plaza, Suite 4300
Chicago, Illinois 60602

8861429-TMS
(144)

AMENDED AND RESTATED MEMORANDUM OF LEASE

Name and Address of Tenant:

UNO Charter School Network, Inc.
209 W. Jackson Blvd., Suite 500
Chicago, IL 60606

Name and Address of Landlord:

The Catholic Bishop of Chicago
835 N. Rush Street
Chicago, Illinois 60611-2030

The parties hereto have entered into that certain unrecorded Lease Agreement dated as of July 8, 2010, as amended by that certain First Amendment to Lease dated as of October 25, 2011, and as further amended by that certain Second Amendment to Lease Agreement dated as of February 5, 2016 but effective as of December 1, 2013 (collectively, as such may be amended, modified, extended, supplemented, restated, and/or replaced from time to time, the "Lease"). The parties hereto executed that certain Memorandum of Lease dated as of October 25, 2011 and recorded on October 27, 2011 as Document No. 1130041093 with the Cook County Recorder of Deeds (the "Original Memorandum"). The parties acknowledge and agree that the legal description of the Property (as hereinafter defined) was incorrect on the Original Memorandum of Lease. This Memorandum is executed for the purpose of setting forth a summary of certain of the terms and provisions of the Lease, and amending and restating the Original Memorandum in its entirety. Reference to the Lease is hereby made for the complete description of all terms and provisions thereof.

SECTION 1. Description of Leased Property. Landlord is the owner of certain real property in the City of Chicago, Illinois, legally described in Exhibit A

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attached hereto and made a part hereof (collectively, the "Property"), together with all improvements currently situated thereon. For sufficient consideration received, and on the terms and conditions more particularly set forth in the Lease, Landlord has leased to Tenant and Tenant has leased from Landlord a portion of the Property, together with certain easements, licenses, rights of way, rights, privileges, benefits, interests and appurtenances described therein. Landlord and Tenant acknowledge and agree that Exhibit A to the Original Memorandum was incorrect at the time of recording and as of the date hereof and that the "Property" shall mean solely that property legally described on Exhibit A to this Memorandum.

SECTION 2. Definitions; Rules of Usage. For purposes of this Memorandum, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Lease.

SECTION 3. Term of Use. The Term of the Lease commenced on July 1, 2010 and shall continue until June 30, 2020. Under the terms of the Lease, Tenant has three options, of five years each, to renew the Term of the Lease, and one final option to renew the Lease for an additional fourteen (14) years ending on June 30, 2049.

SECTION 4. Use of Property. At all times during the Term, Tenant will comply with all obligations, and shall be permitted to exercise all rights and remedies (to the extent no event of default has occurred and is continuing and expressly subject to the terms and conditions of the Lease) under the Lease throughout the Term.

SECTION 5. Ratification. Except as specifically modified hereby, the terms and provisions of the Lease are hereby ratified and confirmed and remain in full force and effect.

SECTION 6. GOVERNING LAW. THE LEASE AND THIS MEMORANDUM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

SECTION 7. Counterpart Execution. This Memorandum may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 8. Incorporation of Lease. The provisions set forth in the written Lease referred to above are hereby incorporated by reference into this Memorandum. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern and control in all respects.

SECTION 9. Amendment and Restatement of Original Memorandum. This Memorandum amends and restates the Original Memorandum in its entirety and entirely replaces and supersedes same.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Amended and Restated Memorandum of Lease to be duly executed by an officer thereunto authorized as of the 22nd day of JUNE, 2017.

Landlord:

Tenant:

The Catholic Bishop of Chicago, an Illinois corporation sole

UNO Charter School Network, Inc., an Illinois not-for-profit corporation

By: 
Name: Kevin J. Marzalik
Title: Director of Business Transactions

By: _____
Name: Michael Bradley
Title: Chief Financial Officer

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IN WITNESS WHEREOF, each of the parties hereto has caused this Amended and Restated Memorandum of Lease to be duly executed by an officer thereunto authorized as of the 22nd day of JUNE, 2017.

Landlord:

The Catholic Bishop of Chicago, an Illinois corporation sole

By: _____
Name: Kevin J. Marzalik
Title: Director of Business Transactions

Tenant:

UNO Charter School Network, Inc., an Illinois not-for-profit corporation

By: Michael S. Bradley
Name: Michael Bradley
Title: Chief Financial Officer

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Linda Yi-Condou, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kevin Marzalik, the Director of Business Transactions of THE CATHOLIC BISHOP OF CHICAGO, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director of Business Transactions appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, all for the uses and purposes set forth therein.

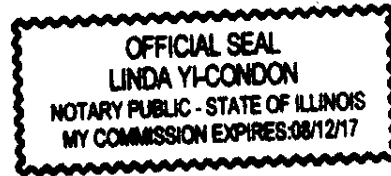
Given under my hand and notarial seal on June 7, 2017.

Linda Yi-Condou
Notary Public

My Commission Expires:

8/12/17

[SEAL]



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 8 THROUGH 11, BOTH INCLUSIVE, AND THE WEST 8 FEET OF LOT 12 IN SUSAN W. SINCLAIR'S SUBDIVISION OF LOT 151 IN TOWN OF BRIGHTON IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO THE SOUTH HALF OF THE 11-FOOT WIDE EAST-WEST ALLEY LYING NORTH OF SAID LOTS 8 THROUGH 12 VACATED PER DOCUMENT 6527846 RECORDED MAY 16, 1919, ALSO THE 16-FOOT WIDE NORTH-SOUTH ALLEY BEING THE EAST 16 FEET OF SAID LOT 12 AND THE VACATED NORTH 17 FEET OF WEST PERSHING ROAD LYING SOUTH OF SAID LOTS 8 THROUGH 12 VACATED PER DOCUMENT 14631955 RECORDED SEPTEMBER 14, 1949 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 8 FEET OF LOT 21 AND LOTS 22 AND 23 IN BLOCK 15 IN CORWITH'S RESUBDIVISION OF LOTS 81 TO 120 INCLUSIVE, LOTS 124 TO 140 INCLUSIVE, AND LOTS 152 TO 157 INCLUSIVE, RECORDED OCTOBER 15, 1874 AS DOCUMENT 195770, ALL IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO THE SOUTH HALF OF THE 16-FOOT EAST-WEST ALLEY LYING BETWEEN LOTS 23 AND 24 AND LYING WEST OF A LINE 10 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 23 EXTENDED NORTH, AS VACATED PER DOCUMENT 14631955 RECORDED SEPTEMBER 14, 1949, ALL IN COOK COUNTY, ILLINOIS.

PINs: 16-36-423-016, -017, -018, -019 and -020

C\K\A: 2744 W. Pershing Road, Chicago, Illinois 60632