

**THIRD AMENDMENT TO
COMMUNITY SCHOOL CONTRACT
For
United Preparatory Academy - East**

This **AMENDMENT TO COMMUNITY SCHOOL CONTRACT** (the "Amendment") is effective as of July 1, 2021 by and between the **Thomas B. Fordham Foundation** (the "SPONSOR") and the **Governing Authority of United Preparatory - East**, 31 North 17th Street, Columbus, Ohio 43203 (the "GOVERNING AUTHORITY").

WHEREAS, the SPONSOR and the GOVERNING AUTHORITY entered into a Community School Contract effective July 1, 2017 pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, as amended from time to time by the parties (the "Community School Contract").

WHEREAS, the SPONSOR and the GOVERNING AUTHORITY wish to modify and amend the Community School Contract in certain respects as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the SPONSOR and the GOVERNING AUTHORITY do hereby agree to amend the Community School Contract as follows:

1. Exhibit 9, Facilities Addendum, of the Community School Contract is hereby deleted in its entirety and replaced with the new Exhibit 9, attached hereto and incorporated herein by reference.
2. Replace all references throughout to 1469 E. Main Street Columbus Ohio 43205 with 31 N 17th Street, Columbus, Ohio 43203.
3. The SPONSOR and the GOVERNING AUTHORITY represent and affirm that the Community School Contract, as amended, is in full force and effect and that both parties have met all obligations with respect to the Community School Contract. The parties further represent and affirm that necessary and proper actions have been taken to authorize and approve this Amendment.

3. The terms and conditions of the Community School Contract not modified in this Amendment are hereby affirmed as if fully set forth in this Amendment. In the event of any conflict or inconsistency between this Amendment and the Community School Contract, the terms and conditions in this Amendment shall control and prevail in all respects. This Amendment may be executed in counterparts, each of which shall be deemed an original but together shall be deemed to constitute one and the same document.

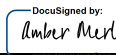
IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date first written above.

**ON BEHALF OF THE
THOMAS B. FORDHAM FOUNDATION**

**THE GOVERNING AUTHORITY OF
United Preparatory Academy - East**

By: 

Michael J. Petrilli
President

By: 

Print Name: Amber Merl
Governing Authority Representative

EXHIBIT 9: FACILITIES ADDENDUM

A stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.¹

United Preparatory Academy–East owns all Community School furniture, computers, software, equipment, or other personal property.

School facilities information must include²

- a. A detailed description of each facility used for instructional purposes;
- b. The annual costs associated with leasing each facility that are paid by or on behalf of the school;
- c. The annual mortgage principal and interest payments that are paid by the school; and,
- d. The name of the lender or landlord, identified as such, and the lender’s or landlord’s relationship to the operator, if any.

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of the school’s Governing Authority. Any lease contract(s) and any updates thereto must be submitted to the sponsor via Epicenter.

Description of Facility	Clearbrook Middle School building, approximately 25,408 square feet on approximately 2.1 acres of land, located at 31 N 17 th Street, Columbus, Ohio 43203.
Annual Costs Associated with Leasing the Facility	N/A
Annual Mortgage Principal and Interest Payments	\$68,800
Name of Landlord or Lender and Relationship to Operator	Rosemawr Management . A separate legal entity from the operator.

¹ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

² [ORC 3314.03 \(A\) \(9\)](#)