

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**FIRST AMENDMENT TO SERVICES AGREEMENT**

**(Fisher Scientific Company, LLC)**

This First Amendment to the Services Agreement ("**First Amendment**") is entered into as of May 13, 2022 (the "**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the "**Board**" or "**CPS**"), and Fisher Scientific Company, LLC, a corporation with offices located at 300 Industry Drive, Pittsburgh, Pennsylvania ("**Provider**").

**RECITALS**

- A. The Board and Provider entered into a Services Agreement ("**Original Agreement**") for a term beginning August 20, 2021 and continuing through July 31, 2022 (authorized by Board Report 21-0728-RS1).
- B. The parties now desire to amend the Original Agreement and Provider accepts and agrees to this First Amendment on the terms and conditions hereinafter set forth below. The Original Agreement, as amended by this First Amendment, shall be collectively referred to herein as the "**Agreement**".

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the same meaning as defined in the Original Agreement unless otherwise defined herein.
- 2. **Amendment to Maximum Compensation Amount:** Section 3.1 "Compensation; Maximum Compensation Amount" of the Agreement is hereby amended as follows:

**3.1 Amended Compensation.** The total maximum compensation payable to Provider during the Term is hereby increased from Sixty Million and 00/100 Dollars (\$60,000,000.00) to Eighty Five Million and 00/100 Dollars (\$85,000,000.00) ("**Amended Maximum Compensation Amount**"). This Amended Maximum Compensation Amount shall apply to the Term ending on July 31, 2022 until and in such case as the Parties execute a First Renewal Agreement. With the exception of this change to Maximum Compensation, all other provisions in Section 3.1 remain unchanged.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the latest date set forth below.

BOARD OF EDUCATION OF THE CITY OF CHICAGO <sup>DS</sup> ES <sup>DS</sup> ✓

FISHER SCIENTIFIC COMPANY, LLC

DocuSigned by:  
By: Charles E. Mayfield  
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Charles Mayfield  
Chief Procurement Officer

By: Michael Fuchs  
Name: Michael Fuchs  
Title: VP of Commercial Operations, N/A

Date: May 22, 2022

Date: 5-18-2022

Board Report No.: 21-0728-RS7

Approved as to legal form: <sup>DS</sup> ES <sup>DS</sup> ✓

DocuSigned by:  
Joseph Moriarty  
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Joseph T. Moriarty  
General Counsel