

This Agreement will be posted to the CPS Website

**THIRD RENEWAL OF LEASE AGREEMENT FOR 11000 S. EWING AVENUE,  
CHICAGO, ILLINOIS BETWEEN  
EASTSIDE UNITED METHODIST CHURCH, AS LANDLORD, AND  
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AS TENANT**

**THIS THIRD RENEWAL OF LEASE AGREEMENT ("Third Renewal")** is made as of this 1st day of July, 2015 (the "**Effective Date**") between Eastside United Methodist Church, an Illinois not-for-profit corporation ("**Landlord**") and the Board of Education of the City of Chicago, a body politic and corporate ("**Tenant**").

**RECITALS:**

- A. Landlord is the owner of certain real estate located at 11000 S. Ewing Avenue, Chicago, Illinois, which is improved with a building ("**Building**").
- B. Pursuant to that certain Lease Agreement for 11000 S. Ewing Avenue, Chicago Illinois, made as of the 1<sup>st</sup> day of July, 2011 and ending June 30, 2012 between Landlord and Tenant (the "**Original Lease**"), Landlord leased to Tenant the following space within the Building: (i) two (2) classrooms and one (1) office on the first floor of the Building (with the Tenant having exclusive use on 24/7 basis); and (ii) social hall and kitchen on the lower level of the Building (for shared use with Landlord, except Mondays through Fridays from 6:00 a.m. to 4:00 p.m. when school is in session and Tenant has exclusive use). The foregoing is collectively referred to herein as the "**Premises**."
- C. As of July 1, 2012, the parties entered into that certain First Renewal of Lease Agreement pursuant to which the parties extended the Lease for the First Renewal Term as of July 1, 2012 to June 30, 2013 ("**First Renewal Agreement**"). The parties entered into that certain Second Renewal of Lease Agreement pursuant to which the parties extended the Lease for the Second Renewal Term as of July 1, 2013 to June 30, 2015 ("**Second Renewal Agreement**"), as incorporated herein by reference;
- D. The parties agree that the Original Lease, First and Second Renewal Agreements shall be collectively referred to herein as the "**Lease**".
- E. The parties hereto desire to renew the Lease for an additional two (2) year term on the terms and conditions as set forth herein, and not otherwise.

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

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1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the Lease.

2. **GRANT/RENEWAL TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for an additional term of two (2) years commencing as of the Effective Date and ending on June 30, 2017 (the "**Third Renewal Term**").

3. **RENT FOR THIRD RENEWAL TERM.** Rent shall be gross rent, and include base rent, utilities, janitorial and maintenance services, and snow removal. Rent for the Third Renewal Term shall be as follows:

<u>Third Renewal Term</u>	<u>Monthly Payment</u>	<u>Rent for Third Renewal Term</u>
07/01/15 to 06/30/17	\$3,090.00	\$74,160.00 (24 months)

4. **TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate the Lease for convenience by providing at least thirty (30) days prior written notice of such intent to terminate to the Landlord.

5. **DEBARMENT AND SUSPENSION.** Landlord certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Landlord acknowledges that in performing the Services for the Board, Landlord shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

6. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Landlord further acknowledges that this Agreement shall be posted on the Board's Internet website at [www.cps.edu](http://www.cps.edu).

7. **ENTIRE LEASE.** Except as renewed and amended by this Third Renewal, all other terms and conditions of the Lease are and shall remain unchanged and continue in full force and effect during the Third Renewal Term.

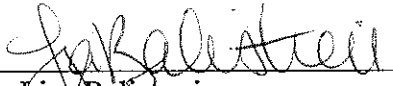
8. **COUNTERPARTS AND FACSIMILES.** This Third Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Third Renewal as of the Effective Date.

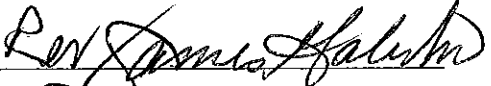
**TENANT:**

BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

By:   
Liza Balistreri  
Director of Real Estate


**LANDLORD:**

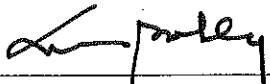
EASTSIDE UNITED METHODIST CHURCH

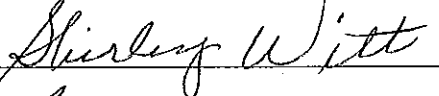
By: ESUM  
Name:   
Title: PASTOR

Attest:

COO Report No. 15-0313-C003

Approved as to legal form: 

  
James Bebley, General Counsel

By: \_\_\_\_\_  
Name:   
Title: Treasurer