

This Agreement will be posted to the CPS Internet Website

**SECOND RENEWAL OF LEASE AGREEMENT FOR SPACE AT 7400 W. FOSTER, CHICAGO, ILLINOIS BETWEEN ST. JAMES LUTHERAN CHURCH AS LANDLORD, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AS TENANT**

**THIS SECOND RENEWAL OF LEASE AGREEMENT ("Second Renewal")** is made as of this 1st day of July, 2014 (the "**Effective Date**") between St. James Lutheran Church ("**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 7400 W. Foster, Chicago, Illinois, which is improved with a building ("**Building**").
- B. Pursuant to that certain Lease Agreement for space at 7400 W. Foster, Chicago, Illinois made as of the 1<sup>st</sup> day of July, 2010 between Landlord and Tenant (the "**Lease**"), Landlord leased to Tenant three (3) classrooms (including adjacent washroom facilities) located in the lower level on the south end of the Building (the "**Premises**") and ingress and egress to and from the Premises for use Mondays through Fridays from 7:30 a.m. through 5:00 p.m. Said Lease was renewed by the First Renewal of Lease with a renewal term commencing on July 1, 2012 and running through June 30, 2014.
- C. Landlord and Tenant desire to renew the Term of the Lease. Landlord shall continue to allow the use of the Premises by Oriole Park School (located at 5424 North Oketo Avenue, Chicago, IL) for a pre-kindergarten center. Such use shall occur on the days and at the times listed above for an additional term of three (3) years on the terms and conditions set forth herein, which terms and conditions are acceptable to Tenant.

**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:

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 three (3) years commencing as of the Effective Date and ending on July 31, 2017 (the "**Second Renewal Term**").

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3. **RENT FOR SECOND RENEWAL TERM.** The base rent for the first twelve-month period of the Second Renewal Term shall be at the rate of \$6.98 per square foot for approximately 2,100 square feet, for a monthly total of \$1,221.00 and an annual total of \$14,658.00. The base rent for the second twelve-month period of the Second Renewal Term shall include a 2% escalation for an annual total of \$14,951.16. The base rent for the third twelve-month period shall include a 2% escalation from the second twelve-month period for an annual total of \$15,250.18. The total rent payable for the three-year Term shall be \$50,859.34. In addition, CPS shall pay the landlord as additional rent an annual fee of \$2,000 for the use of the up-stair activity room on Tuesday and Thursday and the down stair fellowship hall on Monday, Wednesday and Friday for a total of 30 minutes in the morning and 30 minutes in the afternoon on all five days.
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. **ENTIRE LEASE.** Except as renewed and amended by this Second Renewal, all other terms and conditions of the Lease are and shall remain unchanged and continue in full force and effect during the Second Renewal Term.
6. **FREEDOM OF INFORMATION ACT.** Licensor 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. Licensor further acknowledges that this Agreement shall be posted on the Board's Internet website at [www.cps.edu](http://www.cps.edu).
7. **COUNTERPARTS AND FACSIMILES.** This Lease Renewal 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.

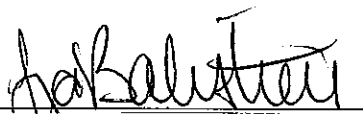
[SIGNATURE PAGE TO FOLLOW]

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**IN WITNESS WHEREOF**, the parties hereto have executed this Second Renewal as of the day and year first above written.

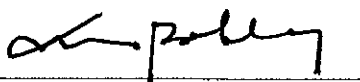
**TENANT:**

BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

By:   
Liza B. Balistreri,  
Director of Real Estate

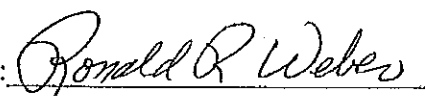
COO Report No. 14-0317-C006

Approved as to legal form: 

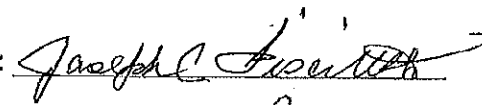
  
James Bebley, General Counsel

**LANDLORD:**

ST. JAMES LUTHERAN CHURCH

By:   
Name: Ronald R. Weber  
Title: Congregation President

Attest

By:   
Name: JOSEPH R. PISCITELLO  
Title: FINANCE DIRECTOR

