

This Agreement will be posted on the CPS Internet website.

**FIRST RENEWAL OF LEASE AGREEMENT FOR THE LAND AND BUILDING
LOCATED AT 6200 W. PATTERSON AVENUE, CHICAGO, ILLINOIS**

This FIRST RENEWAL OF LEASE AGREEMENT ("**First Renewal Agreement**") is entered into as of July 1, 2016 ("**Effective Date**") between the Board of Education of the City of Chicago, a body politic and corporate ("**Tenant**" or "**Board**") and Messiah Evangelical Lutheran Congregation, an Illinois not for profit corporation (previously described as "Messiah Lutheran Church And School") ("**Landlord**").

RECITALS

1. Landlord, Messiah Evangelical Lutheran Congregation, an Illinois not for profit corporation, is the successor corporation to Messiah Evangelical Lutheran Congregation, a religious corporation, and is the owner of certain real estate commonly known as 6200 W. Patterson Avenue, Chicago, Illinois, which is improved with a building ("**Premises**"). Landlord also owns the parking lot adjacent to the Premises ("**Parking Lot**"). The Premises and the Parking Lot comprise a part of the real estate legally described on Exhibit A attached hereto.
2. Pursuant to that certain "Lease Agreement For The Land And Building Located At 6200 W. Patterson Avenue, Chicago, Illinois" dated as of August 1, 2011 between Landlord (previously described as Messiah Lutheran Church And School) and Tenant ("**Original Lease**"), Landlord leased the Premises to Tenant and allowed use of fifteen (15) parking spaces in the Parking Lot (collectively "**Tenant Parking Spaces**") for a term commencing August 1, 2011 and ending June 30, 2016. The Premises are to be used as a school building for the purpose of relieving overcrowding at Smyser Elementary School, located at 4310 N. Melvina Avenue, Chicago, Illinois ("**Use**").
3. Landlord and Tenant desire to renew the Original Lease for an additional five (5)-year term on the terms and conditions set forth in this First Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this First Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation. The term "**Lease**" shall mean and shall consist of the Original Lease, as renewed and amended by this First Renewal Agreement.
2. **FIRST RENEWAL TERM.** The Original Lease is hereby renewed for an additional five (5) year term, commencing July 1, 2016 and ending June 30, 2021 ("**First Renewal Term**"). Landlord hereby leases to Tenant the Premises and allows use of the Tenant Parking Spaces for the First Renewal Term upon the terms and conditions set forth herein.
3. **RENT FOR FIRST RENEWAL TERM.** Paragraph 4 of the Original Lease is modified to provide in its entirety:

This Agreement will be posted on the CPS Internet website.

Commencing as of July 1, 2016, Tenant shall pay to Landlord as "Rent" for the First Renewal Term the sum of One Hundred Ninety-Two Thousand Six Hundred and 00/100 Dollars (\$192,600.00) per year, payable in monthly installments of Sixteen Thousand Fifty and 00/100 Dollars \$16,050.00). Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that Rent for the First Renewal Term shall not exceed a maximum amount of Nine Hundred Sixty-Three Thousand and 00/100 Dollars (\$963,000.00).

4. **DELETION OF ADDITIONAL RENT.**

A. Paragraph 5 ("Additional Rent") of the Original Lease is deleted in its entirety. The following language is substituted as revised Paragraph 5 ("**Utilities And Operating Expenses**"):

5. **UTILITIES AND OPERATING EXPENSES.** Tenant shall be responsible for the supply of heat, electricity, telecommunications and garbage and snow removal for that portion of the parking lot adjacent to the Premises that Tenant will use for daily parking; as well as any other services reasonably necessary to operate the Premises for the Use. Tenant shall pay its own vendors directly for these services.

B. Paragraph 7 ("**Operations And Maintenance**") of the Original Lease is modified to provide in its entirety:

7. **OPERATIONS AND MAINTENANCE.** Throughout the First Renewal Term, Tenant shall be responsible for providing janitorial services and normal maintenance for the Premises. Tenant shall pay its own vendors directly for these services.

C. The references to "Additional Rent" in the Original Lease are deleted as follows:

i. The phrase "and/or Additional Rent" in the last sentence of Paragraph 10.B. ("**INSURANCE**") is deleted.

ii. The phrase "and/or Additional Rent" in Line 5 of Paragraph 11 ("**LANDLORD DEFAULT**") is deleted.

iii. The phrase "and Additional Rent" in the second sentence of Paragraph 13 ("**CASUALTY AND CONDEMNATION**") is deleted.

5. **INSURANCE.** The following language is added as Subparagraph C of Paragraph 10 of the Original Lease:

C. The above-referenced policy or certificate shall be deposited with Tenant at the following address:

Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
ATTN: Risk Management
Phone: (773) 553-2244

This Agreement will be posted on the CPS Internet website.

Fax: (773) 553-3326

Email: riskmanagement@cps.eduRisk Management

Landlord must register with the insurance certificate monitoring company designated by Tenant stated below, and must maintain a current insurance certificate on file during the First Renewal Term of this Lease, including any extensions or renewals thereof. Landlord must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to the commencement of the First Renewal Term. The initial annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Landlord will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, IL 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: URL – <http://www.cpsvendorcert.com>.

6. **INDEMNIFICATION.** The following language is added as Subparagraph C. of Paragraph 14 of the Original Lease.

C. Landlord agrees that no Board member, employee, agent, officer or official shall be personally charged by Landlord with any liability or expense under this Lease or be held personally liable under this Lease to Landlord.

7. **NOTICES.** Paragraph 17 of the Original Lease is amended to provide that the addresses to which notices to Tenant are to be addressed is:

To Tenant: Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Facilities Officer (or if none, Chief Administrative Officer)

With a copy to: Board of Education of the City of Chicago
Law Department
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

This Agreement will be posted on the CPS Internet website.

8. **ADDITIONAL TERMS.** The following are added as additional terms to the Lease:

8.1. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Lease and all related documents 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 are subject to reporting requirements under 105 ILCS 5/34-220. Landlord further acknowledges that this Lease shall be posted on the Board's Internet website at <http://www.cps.edu>.

8.2. **AMENDMENTS.** No modification of or amendment to this Lease shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

8.3. **GOVERNING LAW.** This Lease shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

8.4. **AUTHORITY.** In the event Landlord is an entity other than a sole proprietorship, Landlord represents that it has taken all action necessary for the approval and execution of this Lease, and execution by the person signing on behalf of Landlord is duly authorized by Landlord and has been made with complete and full authority to commit Landlord to all terms and conditions of this Lease which shall constitute valid, binding obligations of Landlord.

9. **CONSENT AND RATIFICATION.** Landlord, being Messiah Evangelical Lutheran Congregation, an Illinois not for profit corporation, hereby states that it is the successor corporation to Messiah Evangelical Lutheran Congregation, a Religious corporation, that it owns the Premises and the Parking Lot, and further acknowledges, consents to, and ratifies the execution, delivery, and performance as Landlord of and pursuant to the Original Lease under the description of "Messiah Lutheran Church And School."

10. **COUNTERPARTS AND FACSIMILES.** This First 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

11. **OTHER LEASE TERMS.** Except as modified or amended herein, all other terms of the Original Lease are unchanged and shall remain in full force and effect during the First Renewal Term. In the event of any inconsistency between this First Renewal Agreement and the Original Lease, the terms of this First Renewal Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website.

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF
THE CITY CHICAGO

MESSIAH EVANGELICAL LUTHERAN
CONGREGATION

By: Frank M. Clark
Name: Frank M. Clark
Title: President

By: Mark Lutzke
Name: Mark Lutzke
Title: Trustee

Attest: Estela G. Beltran 11/28/16
Name: Estela G. Beltran
Title: Secretary

Attest: FLOYD SPREHE
Name: FLOYD SPREHE
Title: Trustee

Date: 11/28/16

Date: 11-15-2016

Forrest Claypool
Forrest Claypool, Chief Executive Officer

Board Report Number: 16-0525-OP1; 16-0824-AR3-44; 16-1026-AR5-1.28

Approved as to legal form: Ronald L. Marmer
Ronald L. Marmer, General Counsel

This Agreement will be posted on the CPS Internet website.

**EXHIBIT A TO
FIRST RENEWAL OF LEASE AGREEMENT FOR THE LAND AND BUILDING
LOCATED AT 6200 WEST PATTERSON AVENUE, CHICAGO, ILLINOIS
(Page 1 of 1)**

LEGAL DESCRIPTION OF REAL ESTATE OF WHICH THE "PREMISES" and "PARKING LOT" COMPRISE A PART.

See Attached for copy of deed between North Illinois District of the Evangelical Lutheran Synod of Missouri, Ohio and Other States (Now Known As the Northern Illinois District of the Evangelical Lutheran Synod of Missouri, Ohio and Other States), as Granter thereunder, and Messiah Evangelical Lutheran Congregation, a Religious corporation, as Grantee thereunder, dated August 31, 1943.

BOOK 3821 PAGE 66

This Indenture Witnesseth, that the Grantor **NORTH ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES (NOW KNOWN AS THE NORTHERN ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES)**, a corporation created and existing under and by virtue of the

laws of the State of **Illinois** duly authorized to transact business in the State of **Illinois** for the consideration of **Ten (\$10.00) Dollars and other good and valuable consideration** and pursuant to authority given by the Board of **Directors** of said corporation,

CONVEYS and WARRANTS unto **HESSIAH EVANGELICAL LUTHERAN CONGREGATION**, a Religious corporation

~~corporation~~ created and existing under and by virtue of the laws of the State of **Illinois** having its principal office in the **City** of **Chicago**

and State of **Illinois** the following described Real Estate, to wit:

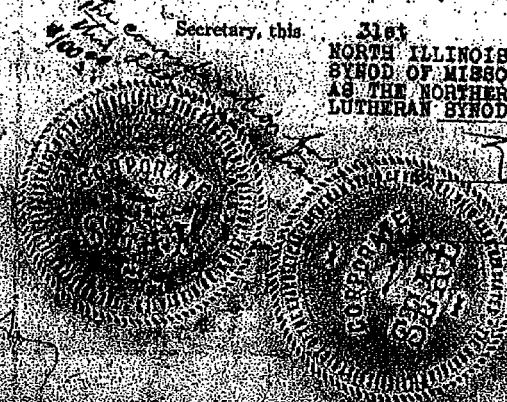
Lots **Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28)** (except the West 13 feet of Lot **Twenty-eight (28)**) dedicated for alley by instrument recorded March 30, 1928 as document 9223192 in Block **Ten (10)** in **Linacott's Ridgeland Avenue Subdivision**, being a subdivision of the South Half (S $\frac{1}{2}$) of the South West Quarter (SW $\frac{1}{4}$) of the North West Quarter (NW $\frac{1}{4}$) of Section **Twenty (20)**, Township **Forty (40)** North, Range **Thirteen (13)**, East of the Third Principal Meridian,

situate in the County of **Cook** in the State of **Illinois**.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its **President**, and attested by its

Secretary, this **31st** day of **August** A. D. 19**43**

NORTH ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES (NOW KNOWN AS THE NORTHERN ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES)



Wm. H. Jones
President
J. A. Gehring
Secretary

STATE OF ILLINOIS
COUNTY OF COOK.

Evelyn Schroeder

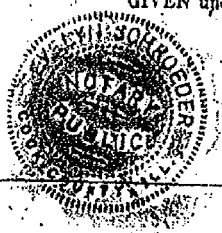
a Notary Public

In and for said County, in the State aforesaid, DO HEREBY CERTIFY that **F. T. LAMS** personally known to me to be the **President of the NORTH ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES (NOW KNOWN AS THE NORTHERN ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES)** and **F. L. GEHRB** personally known to me to be the

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such **President and Secretary**, they signed and delivered the said instrument as **President and Secretary** of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of **Directors** of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *24th* day of *March*, A. D. 19*43*

Evelyn Schroeder
NOTARY PUBLIC



WARRANTY DEED
Book 38213

Warranty Deed
Conveyance by Corporation

THE NORTH ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES (NOW KNOWN AS THE NORTHERN ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES)

THE NORTHERN ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES

1-10-1941

STATE OF ILLINOIS, SS. NO. _____
COOK COUNTY, SS. NO. _____
FILED _____

1943 MAY 4 AM 11 09

AND RECORDED IN
BOOK _____ PAGE _____
RECORDED

Evelyn Schroeder



GEORGE F. COLE & COMPANY