

This Agreement will be posted on the CPS Internet website.

SECOND RENEWAL OF LEASE AGREEMENT
FOR SPACE AT 4014, 4024 and 4028 WEST 59TH STREET, CHICAGO, ILLINOIS

This SECOND RENEWAL OF LEASE AGREEMENT ("Second Renewal") is entered into as of July 1, 2021 ("Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate ("Tenant" or "Board"), and Brothers C&S, L.L.C, an Illinois limited liability corporation ("Landlord").

RECITALS

1. Landlord is the owner of certain real estate located at, and commonly known as 4014, 4024 and 4028 West 59th Street, Chicago, Illinois (collectively, the "Premises") which is improved with a building ("Building"). The Premises are located within a shopping center ("Center").
2. Pursuant to that certain Lease Agreement by and between Landlord and Tenant dated as of July 1, 2015, Landlord leased approximately 7,931 square feet of the Building to Tenant ("Tenant Space"), as depicted in the floor plans attached to the Lease Agreement as Exhibit A and incorporated therein by reference ("Floor Plan") for a term commencing July 1, 2015 and ending June 30, 2020 to be used by Peck Elementary School for pre-kindergarten classrooms ("Original Lease").
3. The Original Lease was renewed and amended by that certain Agreement to Renew Lease dated as of July 1, 2020 ("First Renewal") between Landlord and Tenant, for a renewal term commencing July 1, 2020 and ending June 30, 2021. The Original Lease and First Renewal are collectively referred to hereinafter as the "Lease Agreement".
4. Landlord and Tenant desire to renew the Lease Agreement for an additional one (1)-year term on the terms and conditions set forth in this Second Renewal.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Second Renewal 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 Lease Agreement, unless the context clearly requires a different meaning or connotation. The term "Lease" shall mean and shall consist of the Lease Agreement, as extended and amended by this Second Renewal.
2. **RENEWAL TERM.** The Lease Agreement is hereby renewed for an additional one (1)-year term commencing July 1, 2021 and ending June 30, 2022 ("Second Renewal Term"). Landlord hereby leases the Premises to Tenant for the Second Renewal Term upon the terms and conditions set forth herein.
3. **RENT FOR RENEWAL TERM.** The Rent for this Second Renewal Term shall be \$182,700.00, payable in monthly installments of \$15,225.00.
4. **ADDITIONAL EXTENSION.** The Landlord agrees that if the Lease is further extended after June 30, 2022 at the request of the Tenant for an additional one (1) year term, the Rent for

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said extension shall be increased by two percent (2%) over the Rent amount for this Second Renewal Term. Tenant shall notify Landlord in writing on or before March 31, 2022 of its intention to further renew the Lease or that the Tenant intends to allow the Lease to expire at the end of the Second Renewal Term.

5. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Second Renewal 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 Second Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.

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

7. **COUNTERPARTS AND FACSIMILES.** This Second 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.

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE CITY OF CHICAGO


**BROTHERS C&S, L.L.C.,
an Illinois limited liability corporation**

DocuSigned by:  DS
By: Miguel del Valle


By: 

Name: Miguel del Valle
Title: President


Name: Charles J. DiDolfo
Title: MANAGING MEMBER

DocuSigned by:  DS
Attest: Estela G. Beltran
Name: Estela G. Beltran
Title: Secretary

Attest: Marian DiDolfo
Name: MARIAN DiDOLFO
Title: SPOUSE

DocuSigned by:  DS
By: Janice K. Jackson
Name: _____
Title: _____

Board Report No.: 21-0623-OP3

DocuSigned by:  DS
Approved as to Legal Form: Joseph T. Moriarty
Name: Joseph T. Moriarty
Title: General Counsel