

LEASE AGREEMENT
FOR THE BUILDING LOCATED AT 6200 WEST
PATTERSON AVENUE, CHICAGO ILLINOIS
BETWEEN
MESSIAH LUTHERAN CHURCH AND SCHOOL, AS
LANDLORD
AND
THE BOARD OF EDUCATION OF THE CITY OF
CHICAGO, AS TENANT

DATED: AUGUST 1, 2011

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

THIS LEASE AGREEMENT ("Lease") is made as of this 1st day of August, 2011 ("Commencement Date") between MESSIAH LUTHERAN CHURCH AND SCHOOL ("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 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").

B. Tenant desires to lease the Premises and to use fifteen (15) parking spaces within the Parking Lot ("Tenant Parking Spaces"), and Landlord desires to so lease the Premises and allow Tenant to use the Tenant Parking Spaces in the Parking Lot.

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. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant and allows use of the Tenant Parking Spaces upon the terms and conditions hereinafter set forth, for a term commencing August 1, 2011 and ending on June 30, 2016 ("Term"). The parties hereby acknowledge and agree that the first year of the Term shall consist of eleven (11) months commencing August 1, 2011 and ending June 30, 2012 ("First Year Term"). Each year of the four (4) remaining years of the Term shall consist of twelve (12) months each commencing on the July 1 and ending June 30 of each of the remaining years of the Term ("Remaining Year Term").

2. **RIGHT OF EARLY TERMINATION.** The parties acknowledge and agree, after June 30, 2014, either party may terminate this Lease upon six (6) months prior written notice to the other party.

3. **USE.** To use as a school building for the purpose of relieving overcrowding at Smyser Elementary School located at 4310 N. Melvina Avenue, Chicago, Illinois ("Use").

4. **RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord, as rent for the First Year Term ("First Year Rent") the amount of One Hundred Eighty Thousand One Hundred and 00/100 Dollars (\$180,100.00). The Rent for each month of the First Year Term shall be paid as follows: (i) the first monthly Rent payment shall be in the amount of Fifty Five Thousand One Hundred and 00/100 Dollars (\$55,100.00), consisting of a lump sum partial First Year Rent payment in the amount of Forty-Two Thousand Six Hundred and 00/100 (\$42,600.00) Dollars, plus the first year monthly Rent payment of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) ("First Year Monthly Rent") and thereafter, throughout the remainder of the First Year Term, Tenant shall pay to Landlord, on a monthly basis, the First Year Monthly Rent in the amount of \$12,500.00; (ii) commencing July 1, 2012, and commencing on each one (1) year anniversary of such date, Tenant shall pay as rent for each remaining year of the Term ("Remaining Years Term") the amount One Hundred Ninety Two Thousand Six Hundred and 00/100 Dollars (\$192,600.00, on a monthly basis, Rent in the amount of Sixteen Thousand Fifty and 00/100 Dollars (\$16,050.00) ("Remaining Term Monthly Rent"). Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that Rent for the entire Term shall not exceed a maximum amount of Nine Hundred Fifty Thousand Five Hundred and 00/100 Dollars (\$950,500.00).

5. **ADDITIONAL RENT.** The Tenant shall, upon invoice and pertinent documentation requested from Landlord, in its usual course of business, reimburse Landlord for the actual cost 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 ("Additional Rent"). Provided, however, Tenant may, upon written notice to Landlord, pay any or all service providers directly for all or some of the aforementioned charges. The parties acknowledge and agree that the cost of heat, electricity, telecommunications and garbage and partial snow removal, or any other services reasonably necessary to operate the Premises for the Use is estimated to be Seventy Thousand and 00/100 Dollars (\$70,000.00) per year.

6. **TENANT IMPROVEMENTS.** The parties acknowledge and agree that Tenant shall have the right to make improvements to the Premises with Landlord's consent.

7. **OPERATIONS AND MAINTENANCE.** Throughout the Term, and in addition to paying for the services provided in exchange for the Additional Rent, Tenant shall be responsible for providing janitorial services and normal maintenance for the Premises.

8. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns.

9. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Lease, by lapse of time or otherwise, the Tenant shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, and equipment of all kinds from the Premises.

10. **INSURANCE.**

A. Tenant self-insures with regard to liability and property damage for at least the first Two Million and 00/100 Dollars (\$2,000,000.00) and Tenant agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Term.

B. Landlord agrees to purchase and keep in full force and effect throughout the Term, including any extension or renewals thereof, insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois on the Premises, all Tenant Improvements and the adjacent parking lot in amounts not less than the greater of the then full replacement cost (without depreciation) of the Premises (above foundations), or an amount sufficient to prevent Tenant from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time. The policy shall name Tenant as an additional insured and shall contain a clause that the insurer will not cancel, change or fail to renew the insurance without first giving Tenant thirty (30) days prior written notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Tenant. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence of the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be provided to Tenant on or before the Commencement Date. If Landlord fails to comply with such requirements, Tenant may obtain such insurance and keep the same in effect throughout the Term, and Landlord shall pay Tenant the premium cost thereof upon demand, or Tenant may deduct the cost of such insurance from Rent and/or Additional Rent due and payable hereunder.

11. **LANDLORD DEFAULT.** If Landlord is in default under this Lease and such default shall continue for thirty (30) days after Tenant has notified Landlord, by written notice, of such default, unless in the case of a default which cannot be remedied within thirty (30) days where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Tenant may, but shall not be obligated to, cure the default itself and deduct the cost and expense of such cure from the Rent and/or Additional Rent due and payable under this Lease; or immediately terminate this Lease by providing Landlord written notice as provided for herein.

12. **TENANT DEFAULT.** If the Tenant is in default under this Lease and such default shall continue for thirty (30) days after Landlord has notified the Tenant by written notice of such default, unless in the case of a default which cannot be remedied within thirty (30) days where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Landlord may but shall not be obligated to cure the default, or elect to terminate this Lease by providing Tenant written notice as provided for herein. Termination under this Section 12 shall only be effective as of the end of the regular school year.

13. **CASUALTY AND CONDEMNATION.** If the Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by written notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. Rent and Additional Rent shall abate as of the date of the casualty or taking, and if there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

14. **INDEMNIFICATION.**

- A. Tenant hereby agrees to indemnify and hold the Landlord harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Landlord as a result of Tenant's occupancy on or about the Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Tenant's negligent acts, errors and/or omissions.
- B. Landlord hereby agrees to indemnify and hold the Tenant harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Tenant as a result of Landlord's ownership of or actions on or about the Premises, limited, however, to only such liabilities, claims or demand which arise or are caused by Landlord's negligent acts, errors and/or omissions.

15. **SUBLEASE/ASSIGNMENT.** Tenant shall have the right to sublease or assign its rights to all or any part of the Premises for purposes not inconsistent with the Use for which Tenant has leased the Premises from Landlord.

16. **SECURITY.** Tenant shall establish and maintain reasonable security measures appropriate to reasonably protect the Premises, individuals properly present at the Premises, and the personal property located thereon.

17. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective (a) as of the day of delivery if delivered in person, by messenger,

overnight delivery service or a party's attorney or agent, or (b) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Landlord: MESSIAH LUTHERAN CHURCH and SCHOOL
6201 W. Patterson Avenue
Chicago, Illinois 60634
Contact: Barbara Lattyak
Phone No: 773-725-8903

If to Tenant: BOARD OF EDUCATION OF THE CITY OF CHICAGO
Operations and Facilities Department
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attention: Chief Operating Officer

With a copy to: BOARD OF EDUCATION OF THE CITY OF CHICAGO
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: Patrick J. Rocks, General Counsel

Either party may from time to time change the names and addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

18. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

19. **SUCCESSORS AND ASSIGNS.** This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

20. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this Lease do hereby individually represent and warrant that they have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

21. **SEVERABILITY.** If any provisions of this Lease is (are) determined to be legally invalid, the parties hereto agree that particular provision shall be null and void, but that the remainder of this Lease shall remain in full force and effect.

22. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Tenant if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

23. **INDEBTEDNESS.** Landlord agrees to comply with the Tenant's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

24. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Landlord agrees that any expenditures beyond the Tenant's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).

25. **INSPECTOR GENERAL.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

26. **ETHICS.** The Tenant's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time is incorporated by reference as if fully set for the herein.


IN WITNESS WHEREOF, the parties have set their hands and seals as the first day of August, 2011.

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE
OF CHICAGO

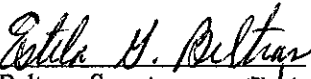
MESSIAH LUTHERAN CHURCH AND CITY
SCHOOL



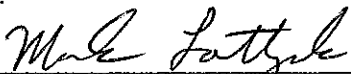
David J. Vitale, President

By: 

Name: Kevin Zook
Chairperson
Its: Board of Trustees

Attest: 

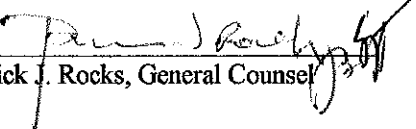
Estela Beltran, Secretary 8/16/11

Attest:
By: 

Name: Mark Lattjak
Title: Trustee

Board Report: 11-0525-OP5 - 1

Approved as to legal form:



Patrick J. Rocks, General Counsel

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 ~~has~~ 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:

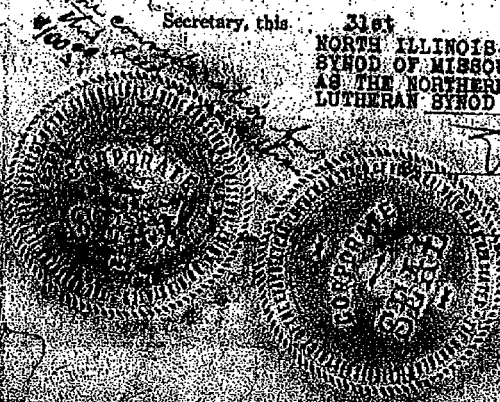
Lots Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28) (except the West 13 feet of Lot Twenty-eight (28) dedicated for alley by instrument recorded March 30, 1928 as document 9223192) in Block Ten (10) in Linacott's Ridgeland Avenue Subdivision, being a subdivision of the South 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)



[Signature]
President
[Signature]
Secretary

STATE OF ILLINOIS
COUNTY OF COOK.

Evelyn Schroeder

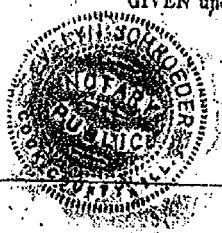
a Notary Public

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

STATE OF ILLINOIS DISTRICT OF THE EVANGELICAL LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES
DO hereby certify that **F. T. LAMS** and **F. L. GEHRB** personally known to me to be the **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.

EVANGELICAL LUTHERAN CONGREGATION & RELIGIOUS ORGANIZATION

1-10-1941

STATE OF ILLINOIS, SS. SO.
COOK COUNTY, ILLINOIS
FILED FOR RECORD

1943 MAY 4 AM 11 09

AND RECORDS IN
BOOK PAGE
RECORDED

Evelyn Schroeder



GEORGE F. COLE & COMPANY

This Agreement will be posted on the CPS Internet website.

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

This SECOND RENEWAL OF LEASE AGREEMENT ("**Second Renewal Agreement**") 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 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 to First Renewal Agreement.
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 Monday through Friday during school hours (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**"). As of July 1, 2016, the Original Lease was extended for a period commencing on July 1, 2016 through June 30, 2021 ("**First Renewal Agreement**"). The Original Lease, as amended and renewed by the First Renewal Agreement, are collectively referred to as the "**Lease**".
3. Landlord and Tenant desire to renew the Lease for an additional one (1)-year term on the terms and conditions set forth in this Second Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Second 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.
2. **SECOND RENEWAL TERM.** The Original Lease 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 to Tenant the Premises and allows use of the Tenant Parking Spaces for the Second Renewal Term upon the terms and conditions set forth herein.

This Agreement will be posted on the CPS Internet website.

3. **RENT FOR SECOND RENEWAL TERM.** During the Second Renewal Term Tenant shall pay to Landlord as "Rent" the sum of One Hundred Ninety-Six Thousand Four Hundred Fifty-Two and 00/100 Dollars (\$196,452.00), payable in monthly installments of Sixteen Thousand Three Hundred Seventy-One and 00/100 Dollars (\$16,371.00). Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that Rent for the Second Renewal Term shall not exceed a maximum amount of One Hundred Ninety-Six Thousand Four Hundred Fifty-Two and 00/100 Dollars (\$196,452.00).
4. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Second Renewal Agreement 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 Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.
5. **COUNTERPARTS AND FACSIMILES.** This Second 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.
6. **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 Second Renewal Term. In the event of any inconsistency between this Second Renewal Agreement and the Original Lease, the terms of this Second 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 Second Renewal Agreement as of the Effective Date.

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

MESSIAH EVANGELICAL LUTHERAN CONGREGATION

By: Miguel del Valle ^{DS} Jmm
Name: Miguel del Valle
Title: President

By: Maik Lathyak
Name: Maik Lathyak
Title: Trustee

Attest: Estela G. Beltran
Name: Estela G. Beltran
Title: Secretary

Attest: Barbara Lathyak
Name: Barbara Lathyak
Title: Secretary

Date: September 24, 2021

Date: 09.21.2021

DocuSigned by:
Jose M. Torres
Name:
Title: Interim Chief Executive Officer

Board Report Number: 21-0623-OP4

Approved as to legal form: ^{DS} Jmm
Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

This Agreement will be posted on the CPS Internet website.

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

This AMENDMENT TO SECOND RENEWAL OF LEASE AGREEMENT ("**Amended Second Renewal Agreement**") is entered into as of the last date written below ("**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 to the First Renewal Agreement.

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 Monday through Friday during school hours (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**"). As of July 1, 2016, the Original Lease was extended for a period commencing on July 1, 2016 through June 30, 2021 ("**First Renewal Agreement**"). As of July 1, 2021, the Original Lease was extended for a period commencing on July 1, 2021 through June 30, 2022 ("**Second Renewal Agreement**"). The Original Lease, as amended and renewed by the First and Second Renewal Agreement, are collectively referred to as the "**Lease**".

3. Landlord and Tenant desire to amend the Second Renewal Agreement to change the end date of the Second Renewal Term and extend it to June 30, 2026, thereby revising the one-year renewal term and converting it to an additional five (5)-year term on the terms and conditions set forth in this Amended Second Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Amended Second 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.

This Agreement will be posted on the CPS Internet website.

2. **AMENDED SECOND RENEWAL TERM.** Paragraph 2 (“**Second Renewal Term**”) of the Second Renewal Agreement is modified to provide in its entirety:

2. **SECOND RENEWAL TERM.** The Original Lease is hereby renewed for an additional five (5) year term, commencing July 1, 2021 and ending June 30, 2026 (“**Second Renewal Term**”). Landlord hereby leases to Tenant the Premises and allows use of the Tenant Parking Spaces for the Second Renewal Term upon the terms and conditions set forth herein.

3. **AMENDED RENT FOR SECOND RENEWAL TERM.** Paragraph 3 (“**Rent for Second Second Renewal Term**”) of the Second Renewal Agreement is modified to provide in its entirety:

3. **RENT FOR SECOND RENEWAL TERM.** Tenant shall pay to Landlord as “**Rent**” the sums below. Each Lease Year, the Rent shall increase by 2.0% compounded annually as of the first day of the Lease Years defined below. Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that Rent for the Second Renewal Term shall not exceed a maximum amount of One Million Twenty-Two Thousand Three Hundred Forty-Four and 09/100 Dollars (\$1,022,344.09).

Lease Year	Monthly Rent	Annual Rent
July 1, 2021 – June 30, 2022	\$16,371.00	\$196,452.00
July 1, 2022 – June 30, 2023	\$16,698.42	\$200,381.04
July 1, 2023 – June 30, 2024	\$17,032.39	\$204,388.66
July 1, 2024 – June 30, 2025	\$17,373.04	\$208,476.43
July 1, 2025 – June 30, 2026	\$17,720.50	\$212,645.96

4. **OPERATIONS AND MAINTENANCE.** Paragraph 7 (“**Operations and Maintenance**”) of the Lease is modified to provide in its entirety:

7. **OPERATIONS AND MAINTENANCE.** Tenant shall be responsible for the routine maintenance and repair of non-structural portions of the Premises, including the boiler, sump pumps, fixtures, HVAC, fire suppression and mechanical, electrical and plumbing equipment and systems, minor repairs to the roof (including cleaning roof drains) and for landscaping and janitorial services. Tenant shall pay its own vendors directly for these services.

Landlord shall be responsible for the maintenance, repair and replacement of all structural portions of the Premises, including the foundations, floor slab, footings, flashings, structural portions of the walls and similar items of the Premises except for damage thereto due to the negligent act or omissions of Tenant, its employees, agents, contractors or invitees. If any damage is caused as a result of Tenant’s negligent repair or act or omission to act, the Tenant shall be responsible for the costs of such repair or replacement. Any replacement of equipment by the Tenant shall be a replacement of similar quality and kind. Said replacements shall become the property of Landlord upon termination. Landlord shall be responsible for maintaining (excluding snow removal which is the responsibility of the Tenant for the Tenant parking area as per Paragraph 5), repairing, resurfacing and restriping the Parking Lot.

This Agreement will be posted on the CPS Internet website.

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

6. **COUNTERPARTS AND FACSIMILES.** This Amended Second 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.

7. **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 Second Renewal Term, as amended herein. In the event of any inconsistency between this Amended Second Renewal Agreement and the Original Lease, the terms of this Amended Second 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 Amended Second Renewal Agreement as of the Effective Date.

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Miguel del Valle (Signature: JMM)

Name: Miguel del Valle
Title: President

Attest: Estela G. Beltran
Name: Estela G. Beltran
Title: Secretary

Date: November 30, 2021

DocuSigned by: Pedro Martinez
Name: Pedro Martinez
Title: Chief Executive Officer

Board Report Number: 21-1027-OP1

Approved as to legal form: Joseph T. Moriarty (Signature: JMM)
Joseph T. Moriarty, General Counsel

LANDLORD:

MESSIAH EVANGELICAL LUTHERAN CONGREGATION

By: Mark Lattjak

Name: MARK Lattjak
Title: Trustee

Attest: Barbara Lattjak
Name: Barbara Lattjak
Title: Secretary

Date: 11.10.2021