

This Agreement will be posted on the CPS Internet website.

FIRST RENEWAL OF BUILDING LEASE

THIS FIRST RENEWAL OF BUILDING LEASE ("First Renewal") is made and entered into as the last date set forth on the signature page below, but effective as of October 20, 2024 ("Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 42 West Madison Street, Chicago, Illinois ("Lessor" or "Board") and Seeds of Joy Enterprise, an Illinois not for profit corporation ("Lessee") with offices at 828 W. Grace St., Suite 906, Chicago, Illinois 60613 ("Lessee"). The Lessor and Lessee are referred to herein as a "Party" and collectively as the "Parties".

RECITALS

- A. Lessor is the beneficial owner of certain land and improvements formerly known as the Stockton Branch Preschool ("School"), located at 4425 N. Magnolia Avenue, Chicago, Illinois, comprised of a building consisting of approximately 7,700 rentable square feet ("Building") and including the parking lot with approximately 10 spaces (the land, improvements and parking lot are collectively referred to as the "Premises").
- B. Lessor and Lessee entered into a Building Lease ("Lease") effective as of October 15, 2021 for a term commencing five (5) days thereafter on the Commencement Date (October 20, 2021) and ending October 19, 2024, for use of the Premises to operate a day care facility and related business activities.
- C. The original Lease included two (2) option to renew the Term for additional three-year periods upon mutual agreement and written notice to Lessor of Lessee's election to exercise the Option no later than ninety (90) days prior to the termination of the original Term or Renewal Term.
- D. The Parties agree to renew the Lease for an additional three-year period on the terms and conditions set forth in this First Renewal and to amend the Agreement to update contact information.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this First Renewal 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. **FIRST RENEWAL TERM.** The Lease is hereby extended and renewed for an additional three-year period commencing October 20, 2024, and ending October 19, 2027 ("First Renewal Term").
- 3. **RENT FOR FIRST RENEWAL TERM.** During the First Renewal Term, Lessee shall pay Lessor Annual Rent of \$115,500.00 payable in equal monthly payments of \$9,625.00 and such other costs and expenses to be paid by Lessee under the Lease.
- 4. **AMENDMENT OF SECTION 4.3, PLANS AND SPECIFICATIONS.** Section 4.3 of the Lease is amended to update the contact information for the Board as follows:

The Board's designee to approve plans and specifications proposed by Lessee shall be:

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Department of Facilities

Robert Christlieb, LEED AP
Executive Director – Facilities, Ops & Maint.
Chicago Public Schools
E-mail: rmchristlieb1@cps.edu
Cell: (312) 965-6434
Office: (773) 553-3120

With a copy to:

Stephen Stults
Director of Real Estate
Chicago Public Schools
E-Mail: smstults@cps.edu
Office: (773) 553-1285

With a copy to:

Sean Neuert
Director, Planning & Design
Cell: 773.527.3141
Office: (773) 553-1417
Sneuert1@cps.edu

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

6. **AUTHORITY.** Lessee represents that it has taken all action necessary for the approval and execution of this First Renewal, and execution by the person signing on behalf of Lessee is duly authorized by Lessee and has been made with complete and full authority to commit Lessee to all terms and conditions of this agreement which shall constitute valid, binding obligations of Lessee.

7. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This First Renewal may be executed in any number of counterparts and with digital signatures, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. Original and digital signatures delivered by facsimile or electronic means shall be considered binding for both Parties.

8. **ORIGINAL AGREEMENT.** 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 and the original Lease, the terms of this First Renewal shall control.

Rest of this page left intentionally blank. Signature page follows.

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IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the dates written below.

LESSOR:

BOARD OF EDUCATION OF
THE CITY CHICAGO

DocuSigned by:
By: Charles Mayfield
EF57B70ADBC90427...
Charles E. Mayfield
Chief Operations Officer

LESSEE:

SEEDS OF JOY ENTERPRISE

By: Derek Davis
Name: Derek DAVIS
Title: President
DATE 9/15/25

COO Report No. 25-0917-COO-16

Approved as to legal form: ELS DS
Signed by: Elizabeth Barton
974F0DEB7385497...
Elizabeth K. Barton, Acting General Counsel