

## AGREEMENT TO RENEW LEASE

**THIS AGREEMENT TO RENEW LEASE** ("Renewal Agreement") is made as of May 1, 2006 between the Board of Education of the City of Chicago, a body politic and corporate ("Landlord") and Mental Health Association of Greater Chicago, an Illinois not-for-profit corporation ("Tenant").

### RECITALS

- A. On May 26, 2001, the parties entered into a Lease Agreement ("Lease") for Suite 1820 at 125 South Clark Street, Chicago, Illinois, which the parties now agree consists of approximately 751 rentable square feet.
- B. The Term of the Lease was for five (5) years, commencing May 1, 2001 and ending April 30, 2006.
- C. The parties desire to renew the Lease on terms and conditions set forth below.

**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 is hereby acknowledged, the parties agree that the Lease is renewed as follows:

1. **TERM**. The Term of the Lease shall be renewed for a term commencing on May 1, 2006 and ending on April 30, 2009 ("Extended Term").

2. **OPTION TO RENEW**

- A. Tenant is hereby granted the right to extend the term of this Lease ("Option to Renew") for one (1) additional period (the "Renewal Term") of two (2) years, such right to be exercised in a written notice given to Landlord by Tenant no later than three (3) months prior to the expiration date of the Extended Term. If Tenant does not give its written notice exercising such right during such period, all rights of Tenant under this Paragraph 2 shall terminate.
- B. If Tenant exercises its Option to Renew, as aforesaid, Tenant's rights with respect to the Renewal Term are further subject to the following terms and provisions:
  - (i) The Rent for the Renewal Term shall be as set forth in Paragraph 3 below;
  - (ii) The Option to Renew herein granted shall automatically terminate upon the earliest to occur of: the expiration or termination of this Lease; the termination of Tenant's right to possession of the Premises; any assignment or subletting of the Premises by Tenant; or the failure of the Tenant to timely or properly exercise the Option to Renew; and
  - (iii) The Option to Renew shall be null and void if there is an uncured Default by Tenant under the Lease either at the time that Tenant exercises the Option to Renew or at the commencement of the Renewal Term.
- C. Except as expressly set forth in this Paragraph 2, all other terms and conditions of this Lease shall apply to the Renewal Term.

3. **RENT.** The Rent for the Extended Term and the Renewal Term shall be as follows

<u>Term</u>	<u>Rent per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
5/1/06 – 4/30/07	\$18.00	\$13,518.00	\$1,126.50*
5/1/07 – 4/30/08	\$18.54	\$13,923.54	\$1,160.54*
5/1/08 – 4/30/09	\$19.10	\$14,344.10	\$1,195.34**
<u>Renewal Term</u>	<u>Rent Per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
5/1/09 – 4/30/10	\$19.67	\$14,772.17	\$1,231.01
5/1/10 – 4/30/11	\$20.26	\$15,215.26	\$1,267.93

\*Less the monthly credit of \$999.17 for all 12 months per Paragraph 5 below.

\*\*Less the monthly credit of \$999.17 for the first 6 months per Paragraph 5 below.

4. **ADDITIONAL RENT.** During the Renewal Term, the second full paragraph of Paragraph 3 of the Lease is stricken in its entirety and Tenant agrees that, in addition to the above stated Rent, Tenant shall pay Landlord the following amounts for electricity:

<u>Term</u>	<u>Electricity/s.f.</u>	<u>Annual Charge</u>	<u>Monthly Charge</u>
5/1/06 – 4/30/07	\$1.21	\$908.71	\$75.72
5/1/07 – 4/30/08	\$1.25	\$938.75	\$78.22
5/1/08 – 4/30/09	\$1.29	\$968.79	\$80.73
<u>Renewal Term</u>	<u>Electricity/s.f.</u>	<u>Annual Charge</u>	<u>Monthly Charge</u>
5/1/09 – 4/30/10	\$1.33	\$998.33	\$83.23
5/1/10 – 4/30/11	\$1.37	\$1,028.87	\$85.73

5. **CREDIT FOR OVERPAYMENT OF RENT.** The parties acknowledge that Tenant has overpaid Rent for the original term of the Lease in the amount of Twenty Nine Thousand Nine Hundred Seventy-Five and 05/100 Dollars (\$29,975.05 – the “Rent Overpayment”) due to a miscalculation of the rentable square feet in the Premises (originally calculated at 1,008 rentable square feet – which should have been 751 rentable square feet). The parties have agreed that the Tenant shall be credited the Rent Overpayment over a thirty (30) month period resulting in a reduction of Rent during the first thirty (30) months of the Renewal Term in the sum of Nine Hundred Ninety-Nine and 17/100 Dollars (\$999.17) per month.

6. **DEFINED TERMS.** All of the defined terms used herein shall have the same meaning as in the Lease unless the context clearly requires a different meaning or connotation.

7. **OTHER LEASE TERMS.** Except as amended by this Renewal Agreement, all other terms and conditions of the Lease shall remain unchanged and continue in full force and effect during the Renewal Term and any extension or renewal thereof.

8. **BOARD APPROVAL.** This Renewal Agreement is subject to approval by the members of the Chicago Board of Education.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Renewal Agreement as of the day and year first above written.

**LANDLORD:**

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

By: Michael W. Scott  
Michael W. Scott, President

Attest: Estela G. Beltran 4/27/06  
Estela G. Beltran, Secretary

**TENANT:**

**MENTAL HEALTH ASSOCIATION OF GREATER CHICAGO**

By: Michael S. Pitts  
Its: Executive Director

Attest:

By: Ch Pitts  
Its: UP Board President

Board Report No: 06-0322-OP 3

Approved as to Legal Form: PK

Patrick J. Rocks  
Patrick J. Rocks, General Counsel