

This Agreement will be posted on the CPS Internet website.

**SIXTH RENEWAL OF LEASE AGREEMENT FOR  
SPACE AT 837 WEST 119<sup>TH</sup> STREET, CHICAGO, ILLINOIS**

This Sixth Renewal of the Lease Agreement (“**Sixth Renewal Agreement**”) is entered into as of July 1, 2022 (“**Effective Date**”) between the Board of Education of the City of Chicago, a body politic and corporate (“**Tenant**”) and Phalanx Family Services (“**Landlord**”).

**RECITALS**

- A. Landlord rents 13,000 square feet in the building located at 837 West 119<sup>th</sup> Street, Chicago, Illinois (“**Building**”).
- B. As of July 1, 2016, Landlord and Tenant entered into that certain Lease Agreement whereby Tenant leased from Landlord the Premises consisting of approximately 4,060 square feet in the Building, including use of the parking lot adjacent to the Building (the “**Original Lease**”).
- C. The Original Lease was extended pursuant to that certain First Renewal of Lease Agreement dated July 1, 2017 (“**First Renewal Agreement**”) for the period commencing on July 1, 2017 and ending on June 30, 2018. As of July 1, 2018, the Original Lease was extended for a period commencing on July 1, 2018 through June 30, 2019 (“**Second Renewal Agreement**”). The Original Lease was subsequently further extended for a period commencing on July 1, 2019 through June 30, 2020 (“**Third Renewal Agreement**”). The Original Lease was thereafter further extended for a period commencing on July 1, 2020 through December 31, 2020 (“**Fourth Renewal Agreement**”). The Original Lease was thereafter further extended for a period commencing on January 1, 2021 through June 30, 2022 (“**Fifth Renewal Agreement**”). The Original Lease, as amended and renewed by the First, Second, Third, Fourth and Fifth Renewal Agreements, are collectively referred to as the “**Lease**”.
- D. In the Lease, the Landlord was improperly identified as the owner of the Building. Instead, Landlord has a leasehold interest in the Building pursuant to that certain Lease Agreement dated December 8, 2015 (the “**Base Lease**”) with the property owner, 119<sup>th</sup> Building Partnership, L.P. (“**Property Owner**”), for the period commencing March 1, 2016 and ending on February 28, 2021.
- E. Landlord and Tenant desire to renew the Lease for an additional twelve (12)-month term on the terms and conditions set forth in this Sixth Renewal Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Sixth 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. **SIXTH RENEWAL TERM.** The Lease is hereby renewed for an additional twelve (12)-month term, commencing July 1, 2022 and ending June 30, 2023 (“**Sixth Renewal Term**”).
3. **RENT FOR SIXTH RENEWAL TERM.** During the Sixth Renewal Term, Rent shall be at the monthly rate of Four Thousand Seven Hundred Dollars (\$4,700). The total Rent payable to Landlord hereunder for the Sixth Renewal Term shall not exceed Fifty-Six Thousand Four Hundred Dollars (\$56,400).

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4. **TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate this Sixth Renewal Agreement for convenience by providing thirty (30) days prior written notice of such intent to terminate to the Landlord.
5. **NO KNOWLEDGE OF DEFAULT.** Landlord warrants and represents that Landlord has received no notice, and has no actual knowledge, of any default by Landlord or any breach by Landlord of any of its obligations under the Base Lease.
6. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Sixth 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 Sixth Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.
7. **COUNTERPARTS AND FACSIMILES.** This Sixth 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.
8. **OTHER LEASE TERMS.** Except as modified or amended herein, all other terms of the Lease are unchanged and shall remain in full force and effect during the Sixth Renewal Term. In the event of any inconsistency between this Sixth Renewal Agreement and the Lease, the terms of this Sixth Renewal Agreement shall control.

**[SIGNATURE PAGE TO FOLLOW]**

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE CITY CHICAGO

PHALANX FAMILY SERVICES

DocuSigned by:  
By: Charles Mayfield  
EF57B76ABC90427  
Charles E. Mayfield  
Interim Chief Operations Officer

By: Tina Sanders  
Name: TINA SANDERS  
Title: CEO

Attest: [Signature]  
Name: Yvette Mook  
Title: Finance Manager

COO Report No. 22-0608-COO14

Approved by to legal form:  
Joseph T. Moriarty <sup>DS</sup> [Signature]  
571EC59C33144C5...  
Joseph T. Moriarty, General Counsel

Consent of Property Owner:

In accordance with Section 16.01 of the Base Lease, the Property Owner consents to the foregoing Lease, as renewed as reflected herein.

**119<sup>th</sup> Building Partnership, L.P.**

By: American Asset Management Services Corp., as agent:

By: [Signature]  
Its: President