

**This Agreement will be posted on the CPS Internet website.**

**NINTH RENEWAL AND AMENDMENT OF SUBLEASE AGREEMENT FOR  
SPACE AT 3948 WEST 26<sup>TH</sup> STREET, CHICAGO, ILLINOIS**

This Ninth Renewal and Amendment of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois ("**Ninth Renewal**") 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 ("**Sublessee**") and Central States SER, Jobs for Progress, Inc., an Illinois not-for-profit corporation ("**Sublessor**"). The Sublessor and Sublessee are referred to herein each as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

A. On or about February 1, 2009, Park National Bank & Trust, not personally but as successor trustee to Cosmopolitan Bank & Trust as trustee and successor trustee to Austin Bank of Chicago u/t/a/d 2-13-96 a/k/a #7230 ("**Prior Record Owner**") was the prior owner of record of certain real estate located at 3948 West 26<sup>th</sup> Street, Chicago, Illinois, which is improved with a building ("**Building**").

B. On or about February 1, 2009, Prior Record Owner and Sublessor entered into that certain Commercial Lease ("**First Underlying Base Lease**") pursuant to which Prior Record Owner rented all or a portion of the second floor of the Building ("**Underlying Premises**") to Sublessor for educational instructional purposes.

C. On or about July 2, 2010, North Star Trust Co., as Successor Trustee to Park National Bank & Trust as successor trustee as aforesaid, conveyed the Building by Trustee's Deed to Chicago Title Land Trust Company as Trustee under Trust No. 8002355028 ("**Current Record Owner**").

D. As of January 3, 2013, Prior Record Owner and/or Current Record Owner, by their beneficiary Atlantic Mall Corporation, an Illinois corporation ("**Atlantic**"), and Sublessor entered into a Rider to the First Underlying Base Lease ("**Rider**") allowing Sublessor to sublet a portion of the Underlying Premises to Sublessee. The First Underlying Base Lease and the Rider are hereinafter referred to collectively as the "**First Underlying Lease**."

E. As of January 3, 2013, Sublessor sublet Suite 213 with approximately One Thousand Three Hundred Sixty-Seven (1,367) rentable square feet of the Underlying Premises ("**Initial Sublet Premises**") to Sublessee pursuant to that certain "Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" for a term from January 3, 2013 through and including June 30, 2013 ("**Original Sublease**").

F. As of July 1, 2013, Sublessor and Sublessee entered into that certain "First Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**First Renewal**") to renew the Original Sublease through June 30, 2014.

G. As of July 1, 2014, Sublessor and Sublessee entered into that certain "Second Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Second Renewal**"). The Second Renewal renewed the Original Sublease through and including June 30, 2016 and amended it to, among other things, expand the Initial Sublet Premises to include the approximately One Thousand One Hundred and Eighty (1,180 sf) square foot Orientation Room, for a total rented square footage of 2,547 square feet ("**Expanded Sublet Premises**").

H. As of July 1, 2016, Sublessor and Sublessee entered into that certain "Third Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Third Renewal**"), which renewed the Original Sublease, as previously amended, for a "**Third Renewal Term**" commencing July 1, 2016 and ending June 30, 2017.

I. As of July 1, 2017, Current Record Owner, together with Atlantic as beneficiary (collectively "**Current Underlying Landlord**") entered into that certain Commercial Lease ("**Second Underlying Lease**") with Sublessor, pursuant to which Current Underlying Landlord rented the Underlying Premises to Sublessor.

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J. As of July 1, 2017, Sublessor and Sublessee entered into that certain "Fourth Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Fourth Renewal**"), which renewed the Original Sublease, as previously amended, for a "**Fourth Renewal Term**" commencing July 1, 2017 and ending June 30, 2018.

K. As of July 1, 2018, Sublessor and Sublessee entered into that certain "Fifth Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Fifth Renewal**"), which renewed the Original Sublease, as previously amended, for a "**Fifth Renewal Term**" commencing July 1, 2018 and ending June 30, 2019.

L. As of July 1, 2019, Sublessor and Sublessee entered into that certain "Sixth Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Sixth Renewal**"), which renewed the Original Sublease, as previously amended, for a "**Sixth Renewal Term**" commencing July 1, 2019 and ending June 30, 2020.

M. As of July 1, 2020, Sublessor and Sublessee entered into that certain "Seventh Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Seventh Renewal**"), which renewed the Original Sublease, as previously amended, for a "**Seventh Renewal Term**" commencing July 1, 2020 and ending June 30, 2021.

N. As of July 1, 2021, Sublessor and Sublessee entered into that certain "Eighth Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Eighth Renewal**"), which renewed the Original Sublease, as previously amended, for an "**Eighth Renewal Term**" commencing July 1, 2021 and ending June 30, 2022.

O. The Original Sublease, as renewed and amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Renewals, are hereinafter referred to as the "**Existing Sublease**."

P. Sublessor and Sublessee desire to renew the Existing Sublease for an additional twelve (12)-month term on the terms and conditions set forth in this Ninth Renewal and to amend the Expanded Sublet Premises due to the Sublessor's restructuring of the floor plan for the second floor of the Building.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Ninth 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 Existing Sublease, unless the context clearly requires a different meaning or connotation. The term "**Sublease**" shall mean and shall consist of the Existing Sublease, as renewed and amended by this Ninth Renewal.

2. **SUBLET PREMISES.** The second floor of the Building has been reconfigured by the Sublessor and as a result the Expanded Sublet Premises are hereby being amended. For this Ninth Renewal Term, Sublessor sublets the portion of the second floor of the Building as shown on the floor plan attached hereto as **Exhibit A** for a total rented square footage of 2,933.5 ("**Reconfigured Sublet Premises**"). In addition, Sublessor agrees to share the multi-purpose room with Sublessee and use good faith efforts to make the room available for use by Sublessee upon prior advance notice.

3. **NINTH RENEWAL TERM.** Sublessor hereby subleases the Reconfigured Sublet Premises to Sublessee, upon the terms and conditions set forth herein, for an additional twelve (12)-month term, commencing July 1, 2022 and ending June 30, 2023 ("**Ninth Renewal Term**").

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4. **RENT FOR NINTH RENEWAL TERM.** Sublessor agrees that notwithstanding the increased rented square footage, the Base Rent and Additional Rent shall continue to be calculated based upon 2,547 square feet. For the Ninth Renewal Term, Base Rent payable to Sublessor shall equal the following for the Reconfigured Sublet Premises:

<b><u>Monthly</u></b>	<b><u>Base Rent Total</u></b>
\$2,993.70	\$35,924.40

Additional Rent for the Ninth Renewal Term shall equal the following:

<b><u>Monthly</u></b>	<b><u>Additional Rent Total</u></b>
\$1,226.56	\$14,718.72

<b><u>Total Monthly</u></b>	<b><u>Total Rent Amount</u></b>
\$4,220.26	\$50,643.12

The total rent to be paid under this Ninth Renewal for the Ninth Renewal Term shall not exceed the sum of \$50,643.12.

5. **FREEDOM OF INFORMATION ACT.** Sublessor acknowledges that this Ninth 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 that this Ninth Renewal is subject to reporting requirements under 105 ILCS 5/34-220. Sublessor further acknowledges that this Ninth Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.

6. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This Ninth Renewal may be executed in any number of counterparts and with digital signatures (DocuSign), each of which shall be deemed to be an original, but all of which together shall constitute but one document. Original and digital signatures delivered by facsimile or electronic means shall be considered binding on both parties.

7. **EXISTING SUBLEASE.** Except as modified or amended herein, all other terms of the Existing Sublease are unchanged and shall remain in full force and effect during the Ninth Renewal Term. In the event of any inconsistency between this Ninth Renewal and the Existing Sublease, the terms of this Ninth 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 Ninth Renewal as of the Effective Date.

**SUBLESSEE:**

**SUBLESSOR:**

**BOARD OF EDUCATION OF  
THE CITY CHICAGO**

**CENTRAL STATES SER,  
JOBS FOR PROGRESS, INC.**

DocuSigned by:  
By: Charles Mayfield  
Name: Charles E. Mayfield  
Title: Interim Chief Operating Officer

By: Eva G. Dewaelsche  
Name: Eva Garza Dewaelsche  
Title: President and CEO

**COO Report No:** \_\_\_\_\_

DocuSigned by:  
Attest: Manuela Zarate  
Name: Manuela Zarate  
Title: VP/Chief operating officer

Approved as to legal form: Joseph T. Moriarty  
Joseph T. Moriarty, General Counsel

Consent of Current Record Owner:

Atlantic Mall Corporation, as beneficiary of Current Underlying Landlord, and of Current and Prior Record Owner, consents to the foregoing Sublease, as renewed as reflected herein.

Atlantic Mall Corporation  
By: Larry Villarreal  
President  
Its: \_\_\_\_\_

Attachment:  
Exhibit A – Reconfigured Sublet Premises

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**EXHIBIT A**

Reconfigured Sublet Premises