

This Agreement will be posted on the CPS Internet website.

**SEVENTH RENEWAL OF LEASE AGREEMENT FOR
SPACE AT 837 WEST 119TH STREET, CHICAGO, ILLINOIS**

This Seventh Renewal of the Lease Agreement ("**Seventh Renewal Agreement**") is entered into as of July 1, 2023 ("**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 119th 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 was thereafter further extended for a period commencing on January 1, 2022 through June 30, 2023 ("**Sixth Renewal Agreement**"). The Original Lease, as amended and renewed by the First, Second, Third, Fourth, Fifth and Sixth 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, 119th Building Partnership, L.P. ("**Property Owner**").
- 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 Seventh Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Seventh 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. **SEVENTH RENEWAL TERM.** The Lease is hereby renewed for an additional twelve (12)-month term, commencing July 1, 2023 and ending June 30, 2024 ("**Seventh Renewal Term**").
3. **RENT FOR SEVENTH RENEWAL TERM.** During the Seventh Renewal Term, Rent shall be at the monthly rate of Four Thousand Nine Hundred Fifty Dollars (\$4,950.00). The total Rent payable to

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Landlord hereunder for the Seventh Renewal Term shall not exceed Fifty-Nine Thousand Four Hundred Dollars (\$59,400).

4. **TERMINATION FOR CONVENIENCE**. Tenant shall have the right to terminate this Seventh Renewal Agreement for convenience by providing thirty (30) days prior written notice of such intent to terminate to the Landlord.

5. **BASE LEASE**. Landlord warrants and represents that the Base Lease has been extended and shall be in effect for this Seventh Renewal Term and 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 Seventh 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 Seventh Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.

7. **COUNTERPARTS AND FACSIMILES**. This Seventh 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 Seventh Renewal Term. In the event of any inconsistency between this Seventh Renewal Agreement and the Lease, the terms of this Seventh Renewal Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE CITY CHICAGO

PHALANX FAMILY SERVICES

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

By: Robbie Sanders
Name: ROBBIE SANDERS
Title: CEO

Attest: Wade Moore
Name: WADE MOORE
Title: Finance Manager

COO Report No. 23-0810-COO09

Approved as to legal form:
Ruchi Verma
Ruchi Verma, 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.

119th Building Partnership, L.P.

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

By: [Signature]
Its: President