

This Agreement will be posted on the CPS website.

**TENTH RENEWAL AND AMENDMENT OF SUBLEASE AGREEMENT FOR
SPACE AT 3948 WEST 26TH STREET, CHICAGO, ILLINOIS**

This Tenth Renewal and Amendment of Sublease Agreement for Space at 3948 West 26th Street, Chicago, Illinois ("**Tenth Renewal**") 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 ("**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 26th 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 26th 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 26th 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 26th 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 26th 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.

J. As of July 1, 2017, Sublessor and Sublessee entered into that certain "Fourth Renewal of Sublease Agreement for Space at 3948 West 26th 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 26th 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 26th 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 26th 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 26th 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. As of July 1, 2022, Sublessor and Sublessee entered into that certain "Ninth Renewal of Sublease Agreement for Space at 3948 West 26th Street, Chicago, Illinois" ("**Ninth Renewal**"), which renewed the Original Sublease, as previously amended, for an "**Ninth Renewal Term**" commencing July 1, 2022, and ending June 30, 2023. The Ninth Renewal also amended the Expanded Sublet Premises due to a reconfiguration of the second floor of the building; the sublet premises as so reconfigured being referred to as the 'Reconfigured Sublet Premises'.

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

Q. 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 Tenth Renewal.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Tenth 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 Tenth Renewal.

2. **SUBLET PREMISES.** For this Tenth Renewal Term, Sublessor sublets the Reconfigured Sublet Premises on the second floor of the building consisting of a total rented square footage of 2,933.5. 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. **TENTH 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, 2023, and ending June 30, 2024 ("**Tenth Renewal Term**").

4. **RENT FOR TENTH RENEWAL TERM.** The Base Rent and Additional Rent shall continue to be calculated based upon 2,547 square feet. For the Tenth Renewal Term, Base Rent payable to Sublessor shall equal the following for the Reconfigured Sublet Premises:

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

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

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

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

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

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

6. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This Tenth 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 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 Tenth Renewal Term. In the event of any inconsistency between this Tenth Renewal and the Existing Sublease, the terms of this Tenth Renewal shall control.

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

SUBLESEE:

SUBLESSOR:

**BOARD OF EDUCATION OF
THE CITY CHICAGO**

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

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

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

COO Report No: 23-0801-COO-07
Approved as to legal form. Ruchi Verma
Ruchi Verma, General Counsel

Attest: Hugo Avila
Name: Hugo Avila
Title: Co-Director

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 Villanad
Its: President