

This sublease shall be posted on the CPS internet website

**SUBLEASE AGREEMENT FOR SPACE AT 3948 WEST 26<sup>th</sup> STREET, CHICAGO, ILLINOIS**

**THIS SUBLEASE AGREEMENT** ("Sublease") is made as of January 3, 2013 ("Effective Date") between **CENTRAL STATES SER, JOBS FOR PROGRESS, INC.** ("Sublessor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Sublessee").

**RECITALS:**

A. Park National Bank & Trust, not personally but as successor trustee to Cosmopolitan Bank & Trust success trustee to Austin Bank of Chicago /u/t/a/d 2-13-96 a/k/a #7230, now known as Atlantic Mall Corp. ("Owner") is the owner of certain real estate located at 3948 West 26<sup>th</sup> Street, Chicago, Illinois, which is improved with a building ("Building").

B. As of February 1, 2009, Owner and Sublessor entered into that certain Commercial Lease ("Original Lease") pursuant to which Owner rented the second floor of the Building ("Original Premises") to Sublessor for educational instruction purposes. As of January 3, 2013 Owner and Sublessor entered into a Rider to the Original Lease ("Rider") allowing Sublessor to sublet a portion of the Original Premises to Sublessee. The Original Lease and the Rider shall hereinafter be referred to collectively "Lease."

C. Sublessor desires to sublet Suite 213 with approximately One Thousand Three Hundred Sixty-Seven (1,367) rentable square feet of the Original Premises ("Sublet Premises") to Sublessee. Sublessee desires to sublet the Sublet Premises in accordance with the terms and conditions of this Sublease.

**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 are hereby acknowledged, the parties agree as follows:

1. **GRANT/TERM.** Sublessor hereby sublets the Sublet Premises to Sublessee for a term commencing as of the Effective Date and ending June 30, 2013 ("Term").

2. **TERMINATION FOR CONVENIENCE.** Sublessee shall have the right to terminate this Sublease for convenience by providing thirty (30) days prior written notice of such intent to terminate to Sublessor.

3. **USE.** Sublessee intends to use the Sublet Premises as an administrative office for the Sublessee's Department of Multiple Pathways for the purpose of processing and servicing students in transition (the "Use"). Sublessor represents and warrants to Sublessee that the Use is in accordance with the terms of the Lease.

4. **RENT.** In consideration of the subletting of the Sublet Premises as set forth above, Sublessee covenants and agrees to pay to Sublessor a total of Nine Thousand One Hundred Seventy-Four and 00/100 Dollars(\$9,174.00), for rent and utilities ("Rent") for the entire Term. Rent shall be paid on the Effective Date and thereafter on the first day of each month during the Term in the amount of One Thousand Five Hundred Twenty-Nine (\$1,529.00) per month.

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5. **OTHER EXPENSES.** In addition to the Rent as set forth above, Sublessee shall pay to Sublessor for provision of the following: (i) an IT specialist; (ii) receptionist; (iii) janitor; (iv) security system; (v) liability insurance; (vi) telephone usage; (vii) internet access; (viii) one (1) copier lease; and (ix) copier maintenance and use (collectively the "Other Expenses"), at the rate of Seven Thousand Eight and 00/100 Dollars (\$7,008.00) for the entire Term. Such Other Expenses shall be paid in the same manner as Rent in the amount of One thousand One hundred Sixty-Eight and 00/100 Dollars (\$1,168.00) per month.

6. **LEASE.** Sublessee represents and warrants that: (i) Sublessee has had an opportunity to review the Lease and Sublessee, although not a party to the Lease, is bound by the terms of the Lease, and this Sublease is subject to the terms of the Lease, provided that Sublessee is not responsible for nor does it have any obligation to perform Sublessee's duties or obligations under the Lease or any amendment thereto; (ii) Sublessee intends and acknowledges that this Sublease shall be subordinate at all times to: (a) any future mortgage on the Property or the leasehold estate of Sublessor; (b) any future modification of the Lease; and (c) Sublessor shall not be liable for any breach of the Lease by Owner. Notwithstanding the foregoing, in the event there is a breach of the Lease between Owner and Sublessor, Sublessee's sole obligation will be to pay the rent due under this Sublease. If there is a dispute as to who is to receive the rent, Sublessee may deposit the rent into an escrow account where it shall remain until there is a joint direction from the Owner and Sublessor or a court order identifying the proper party to receive the rent. Sublessee shall not be in default under this Sublease nor shall it be subject to penalty if it deposits the rent due into escrow when due.

7. **COMMON AREAS.** Sublessee shall have the right to use the common areas of the Building as described in the Lease in common with other occupants of the Building and subject to such reasonable rules and regulations as are set forth by Owner from time to time for the use of such common areas. Sublessee shall not be responsible for the cleaning, repairing and maintenance of the common areas of the Building.

8. **SUBLESSOR COVENANTS.** Throughout the Term and in accordance with the Lease, Sublessor covenants to the extent provided in the Lease ensure the following:

- A. The provision of heat, water, and electricity necessary for the use and occupancy of the Sublet Premises;
- B. the provision of any maintenance, replacement, or repairs (including, but not limited to, painting) of the Building or the Sublet Premises. Sublessor agrees the Building, including the Sublet Premises, shall be maintained and the Sublet Premises in good and tenable condition and repair during the Term;
- C. the provision of any maintenance, replacement, or repairs of the facilities, fixtures and equipment providing hot and cold running water, drinking water and toilet services. All of the foregoing shall be maintained in good operating order and in a safe, healthful and clean condition;
- D. prompt removal of snow and ice from the sidewalks, steps, walkways, driveways and entrance ways serving the Sublet Premises;
- E. the washing of the inside and outside windows at the Sublet Premises at reasonable intervals during the Term;

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F. the provision of janitorial services for the Sublet Premises, which shall include, but not be limited to, cleaning, washing, emptying waste-baskets, sweeping of any kind, moving of furniture, and replacing of light bulbs; and

G. at all times, to comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Premises. Sublessor agrees, to the extent allowed by the Lease, that the Sublessee has the right to inspect, sample and analyze the materials, systems and structures in the Sublet Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Sublet Premises with standards or guidelines established by any of the foregoing; and

9. **IMPROVEMENTS.** With the prior written approval of the Owner and Sublessor, Sublessee may make improvements ("Improvements") to the Sublet Premises which are necessary for the Use.

10. **INDEMNIFICATION.**

A. Sublessee hereby agrees to indemnify and hold the Sublessor harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Sublessor as a result of Sublessee's actions on or about the Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Sublessee's negligent acts, errors and/or omissions.

B. Sublessor hereby agrees to indemnify and hold the Sublessee harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Sublessee as a result of Sublessor's actions on or about the Premises, limited, however, to only such liabilities, claims or demand which arise or are caused by Sublessor's negligent acts, errors and/or omissions.

11. **NOTICES.** All notices and other communications given pursuant to this Sublease shall be in writing and shall be deemed properly served and effective; (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent, or (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Sublessor: Central States SER, Jobs for Progress, Inc.  
3948 West 26<sup>th</sup> Street, Suite 213  
Chicago, Illinois 60623  
Attention: Hayle Wasko  
(PH) 773-542-9030 (ext. 1270)

If to Sublessee: Board of Education of the City of Chicago  
Operations Department  
125 South Clark Street, 17<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Director of Real Estate

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With a copy to: Board of Education of the City of Chicago  
Law Department  
125 South Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: James L. Bebley, General Counsel

Either party may from time to time change the names and addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

12. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Sublease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

13. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this Sublease do hereby individually represent and warrant that they have full power and lawful authority to execute this Sublease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

14. **CONFLICT OF INTEREST.** This Lease is not legally binding on the Sublessee if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

15. **INDEBTEDNESS.** Sublessor agrees to comply with the Tenant's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

16. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Sublessor agrees that any expenditures beyond the Sublessee's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).

17. **INSPECTOR GENERAL.** Each party to this Lease hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

18. **ETHICS.** The Sublessee's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, is incorporated into and made part of this Lease.

19. **ENTIRE AGREEMENT.** This Sublease sets forth the entire agreement between the parties and there have been no additional oral or written representations or agreements with respect of the matters set forth herein.

20. **COUNTERPARTS AND FACSIMILES.** This Sublease 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

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IN WITNESS WHEREOF, the parties have set their hands and seals as the first date written above.

SUBLESEE:

BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

By: [Signature]  
Liza M. Balistreri  
Director of Real Estate

Pursuant to Board Rule 7-15

COO Report Number: 12-1205-C001

Approved as to legal form:

[Signature]  
James L. Bebley, General Counsel

SUBLESSOR:

CENTRAL STATES SER, JOBS FOR PROGRESS,  
INC.

By: [Signature]  
Name: GWADAWPE J. PRESTON

Title: EXECUTIVE DIRECTOR

Attest:

By: [Signature]  
Name: Heyley WASKO  
Title: Business Manager

This Agreement will be posted on the CPS Internet website.

**FIRST RENEWAL OF SUBLEASE AGREEMENT FOR SPACE AT  
3948 WEST 26<sup>th</sup> STREET, CHICAGO, ILLINOIS**

This FIRST RENEWAL OF SUBLEASE AGREEMENT ("**First Renewal**") is entered into as of the July 1, 2013 ("Effective Date") by and between the Board of Education of the City of Chicago, a body politic and corporate (the "Sublessee") and Central States Ser, Jobs for Progress, Inc. ("Sublessor").

**RECITALS**

- A. Park National Bank & Trust, not personally but as successor trustee to Cosmopolitan Bank & Trust, as successor trustee to Austin Bank of Chicago u/t/a/d 2-13-96 a/k/a #7230, now known as Atlantic Mall Corp. ("Owner") is the owner of certain real estate located at 3948 West 26<sup>th</sup> Street, Chicago, Illinois, which is improved with a building ("Building");
- B. As of February 1, 2009, Owner and Sublessor entered into that certain Commercial Lease ("Original Lease") pursuant to which Owner rented the second floor of the Building ("Original Premises") to Sublessor. The Original Lease and the Rider shall hereinafter be referred to collectively as the "Lease".
- C. Sublessor sublet Suite 213 with approximately one thousand three hundred sixty-seven (1,267) rentable square feet of the Original Premises ("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 ("Sublease").
- D. Sublessor and Sublessee desire to renew the term of the lease for an additional one year period in accordance with the terms set forth in this First Renewal.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. **Defined Terms.** All defined terms used herein shall have the same meaning as in the Agreement, unless the context clearly requires a different meaning or connotation.
- 2. **First Renewal Term.** In accordance with Section 1 of the Agreement, the parties agree that the Agreement shall be renewed for an additional one (1) year period commencing as of July 1, 2013 and continue through June 30, 2014 (the "First Renewal Term").
- 3. **Rent and Other Expenses** During the First Renewal Term, the fee for Rent and other expenses as described in Section 5 shall remain unchanged.

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4. Except as specifically stated herein, all other terms of the Lease and Sublease are unchanged and shall remain in full force and effect.

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


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

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

By: 

Name: Liza Balistreri

Title: Director of Real Estate

By: 

Name: GUADALUPE J. PRESTON

Title: EXECUTIVE DIRECTOR

Attest:

COO Report No. 13-0606-C007

By: 

Name: Hayley Wasted

Title: Business Manager

Approved as to legal form: sd/jm



James L. Bebley, General Counsel

This Sublease will be posted on the CPS Internet website.

**SECOND RENEWAL OF SUBLEASE AGREEMENT  
FOR SPACE AT 3948 WEST 26<sup>th</sup> STREET, CHICAGO, ILLINOIS**

THIS SECOND RENEWAL OF SUBLEASE AGREEMENT ("Second Renewal") is entered into as of July 1, 2014 ("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 corporation ("Sublessor").

**RECITALS:**

- A. Park National Bank & Trust, not personally but as successor trustee to Cosmopolitan Bank & Trust success trustee to Austin Bank of Chicago /u/t/a/d 2-13-96 a/k/a #7230, now known as Atlantic Mall Corp. ("Owner") is the owner of certain real estate located at 3948 West 26<sup>th</sup> Street, Chicago, Illinois, which is improved with a building ("Building").
- B. As of February 1, 2009, Owner and Sublessor entered into that certain Commercial Lease ("Original Lease") pursuant to which Owner rented the second floor of the Building ("Original Premises") to Sublessor for educational instruction purposes. As of January 3, 2013 Owner and Sublessor entered into a Rider to the Original Lease ("Rider") allowing Sublessor to sublet a portion of the Original Premises to Sublessee. The Original Lease and the Rider shall hereinafter be referred to collectively "Lease."
- C. Sublessor sublet Suite 213 with approximately One Thousand Three Hundred Sixty-Seven (1,367) rentable square feet of the Original Premises ("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 ("Sublease").
- D. Sublessor and Sublessee desire to renew the Sublease Agreement for an additional two (2)-year term on the terms and conditions set forth in this Second Renewal.

**AGREEMENT**

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

- DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Sublease Agreement, unless the context clearly requires a different meaning or connotation. The term "Sublease" shall mean and shall consist of the Sublease Agreement, as amended by this Second Renewal.
- GRANT/SECOND RENEWAL TERM.** The Sublease Agreement is hereby renewed for an additional two (2)-year term, commencing July 1, 2014 and ending June 30, 2016 ("Second Renewal Term"). Sublessor hereby leases the Premises to Sublessee for the Second Renewal Term upon the terms and conditions set forth herein.



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3. **BASE RENT FOR SECOND RENEWAL TERM.** The Base Rent for the Second Renewal Term shall be as follows:

Lease Year	Monthly Base Rent	Annual Base Rent	Rent Per Sq. Ft.
7/1/14 – 6/30/15	\$2,848.00	\$34,181.00	\$13.42
7/1/15 – 6/30/16	\$2,848.00	\$34,181.00	\$13.42

The total base rent payable to Sublessor shall not exceed Sixty Seven Thousand Eight Hundred Twenty Four Dollars and 00/100 (\$67,824.00)

4. **ADDITIONAL RENT.** In addition to the Rent as set forth above, Sublessee shall pay to Sublessor for provision of the following: (i) an IT specialist, (ii) janitor, (iii) security, (iv) insurance, (v) telephone, (vi) internet, and (vii) copier lease and maintenance (collectively "Additional Rent") at the rate of \$1,168 a month, or \$14,016 annually. Additional Rent shall be paid in the same manner as Base Rent, on a monthly basis.

5. **INDEMNIFICATION.** The following language is added to Paragraph 10 of the Original Sublease:

Sublessor agrees that no Board member, employee, agent, officer or official shall be personally charged by Sublessor with any liability or expense under this Lease or be held personally liable under this Lease to Sublessor.

6. **INSURANCE.**

Prior to the commencement of the Second Renewal Term, Sublessor will have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required by paragraph 4 from Sublessor. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Chicago Board of Education  
Bureau of Risk Management  
125 S. Clark Street, 7th Floor  
Chicago, Illinois 60603  
Phone: (773) 553-2244  
Fax: (773) 553-3326  
Email: [riskmanagement@cps.edu](mailto:riskmanagement@cps.edu)

The above-referenced certificate shall be deposited with Sublessee at the above address.

Sublessor shall have its fire, all risk, and comprehensive public liability insurance endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, officers, officials and agents, and any other entity as may be designated by Sublessee are named as additional insureds (as their interests may appear) on a primary basis without recourse or right of contribution from Sublessee.

Sublessor must register with the insurance certificate monitoring company designated by

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Sublessee stated below, and must maintain a current insurance certificate on file during the term of this Sublease, including any extensions or renewals thereof. Sublessor must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to the commencement of the Second Renewal Term. The initial annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Sublessor will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:  
Topiary Communications, Inc.  
676 N. LaSalle – Suite 230  
Chicago, IL 60654  
Phone – (312) 494-5709  
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: URL – <http://www.cpsvendorcert.com>.

7. **ADDITIONAL TERMS.** The following are added as additional terms to the Sublease:

**FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Sublease 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 Lease shall be posted on the Board's Internet website at <http://www.cps.edu>.

**DEBARMENT AND SUSPENSION.** Consultant certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Consultant acknowledges that in performing the Services for the Board, Consultant shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

8. **OTHER LEASE TERMS.** Except as modified or amended herein, all other terms of the Sublease Agreement are unchanged and shall remain in full force and effect during the Second Renewal Term. In the event of any inconsistency between this Second Renewal and the Sublease Agreement, the terms of this Second Renewal shall control.

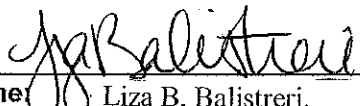
This Sublease will be posted on the CPS Internet website.

9. **Counterparts and Facsimiles.** This Lease Renewal 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 instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the day and year first above written.

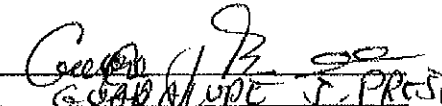
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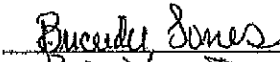
BOARD OF EDUCATION OF  
THE CITY CHICAGO

By:   
Name: Liza B. Balistreri,  
Title: Director of Real Estate

SUBLESSOR:

CENTRAL STATES SER,  
JOBS FOR PROGRESS, INC.


By:   
Name: GABRIEL P. PRESTO  
Title: EXECUTIVE DIRECTOR


Attest:   
Name: Briceida Torres  
Title: Business Mgmt. / H.R. Office

Date: 9-11-14

Date: 9-8-14

Board Report Number: 14-0317-C004

Approved as to legal form: 

  
James L. Bentley, General Counsel

This Sublease will be posted on the CPS Internet website.

**THIRD RENEWAL OF SUBLEASE AGREEMENT  
FOR SPACE AT 3948 WEST 26<sup>th</sup> STREET, CHICAGO, ILLINOIS**

**THIS THIRD RENEWAL OF SUBLEASE AGREEMENT (“Third Renewal”)** is entered into as of July 1, 2016 (“**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 corporation (“**Sublessor**”).

**RECITALS:**

A. Park National Bank & Trust, not personally but as successor trustee to Cosmopolitan Bank & Trust as successor trustee to Austin Bank of Chicago u/t/a/d 2-13-96 a/k/a #7230, now known as Atlantic Mall Corp. (“**Owner**”) is the owner of certain real estate located at 3948 West 26<sup>th</sup> Street, Chicago, Illinois, which is improved with a building (“**Building**”).

B. As of February 1, 2009, Owner and Sublessor entered into that certain Commercial Lease (“**Original Lease**”) pursuant to which Owner rented the second floor of the Building (“**Original Premises**”) to Sublessor for educational instruction purposes. As of January 3, 2013 Owner and Sublessor entered into a Rider to the Original Lease (“**Rider**”) allowing Sublessor to sublet a portion of the Original Premises to Sublessee. The Original Lease and the Rider shall hereinafter be referred to collectively “Lease.”

C. As of January 3, 2013, Sublessor sublet Suite 213 with approximately One Thousand Three Hundred Sixty-Seven (1,367) rentable square feet of the Original Premises (“**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**”).

D. As of July 1, 2013, Sublessor and Sublessee entered into that certain First Renewal of Sublease Agreement to extend the terms of the Original Sublease through June 30, 2014 (“**First Renewal**”).

E. As of July, 2014, Sublessor and Sublessee entered into that certain Second Renewal of Sublease Agreement to expand the Sublet Premises to include the approximately One Thousand One Hundred and Eighty (1,180 sf) square foot Orientation Room (“**Expanded Sublet Premises**”) through June 30, 2016 (“**Second Renewal**”).

F. Sublessor and Sublessee desire to renew the Sublease Agreement for an additional one (1)-year term on the terms and conditions set forth in this Third Renewal.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Third Renewal as if fully set forth herein and for other good and valuable consideration in hand and 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 Sublease, unless the context clearly requires a different meaning or connotation. The term "Sublease Agreement" shall mean and consist of the Original Sublease, as amended by the First Renewal and the Second Renewal.

2. **GRANT/SECOND RENEWAL TERM.** Sublessor hereby subleases the Expanded Sublet Premises to Sublessee, upon the terms and conditions set forth herein, for an additional one (1)-year term, commencing July 1, 2016 and ending June 30, 2017 ("**Third Renewal Term**").

3. **RENT AND OTHER EXPENSES.** During the Third Renewal Term, Base Rent and Additional Rent shall remain unchanged. The total Base Rent and Additional Rent payable to Sublessor shall not exceed Forty Eight Thousand Two Hundred Four Dollars and 00/100 (\$48,204.00).

4. **NOTICES.** All notices and other communications to Sublessee, given or required pursuant to the Sublease Agreement, including insurance, shall be addressed as follows:

If to Sublessee: BOARD OF EDUCATION OF THE CITY OF CHICAGO  
42 West Madison Street  
Chicago, Illinois 60602  
Attention: Director of Real Estate  
(or, if none, Chief Accounting Officer)

With a copy to: BOARD OF EDUCATION OF THE CITY OF CHICAGO  
LAW DEPARTMENT  
One North Dearborn, Suite 950  
Chicago, Illinois 60602  
Attention: Ronald L. Marmer, General Counsel

For purposes of the Insurance Certificate:

Board of Education of the City of Chicago  
Bureau of Risk Management  
42 West Madison Street  
Chicago, Illinois 60602  
Phone: (773) 553-2244  
Fax: (773) 553-3326  
Email: [riskmanagemmt@cps.edu](mailto:riskmanagemmt@cps.edu)

5. **ENTIRE AGREEMENT.** Except as modified or amended herein, all other terms of the Sublease Agreement are unchanged and shall remain in full force and effect during the Third Renewal Term. In the event of any inconsistency between this Third Renewal and the Sublease Agreement, the terms of this Third Renewal shall control.

6. **COUNTERPARTS AND FACSIMILES.** This Third Renewal 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 instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

7. **FREEDOM OF INFORMATION ACT.** Sublessor acknowledges that this Third Renewal and all documents submitted to Sublessee related to this Third Renewal are a matter of public record and are subject to the Illinois Freedom of Information Act (4 ILCS 140/1) and any other comparable state and federal laws and that this Third Renewal is subject to reporting requirements under 105 ILCS 5/10-20.44. Sublessor further acknowledges that this Third Renewal shall be posted on the Sublessee's Internet website at [www.cps.edu](http://www.cps.edu).

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the day and year first above written.

SUBLESSEE:

BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUBLESSOR

CENTRAL STATES SER,  
JOBS FOR PROGRESS, INC.

By: Eva G. Dewgelsche  
Name: EVA GARZA Dewgelsche  
Title: PRESIDENT/CEO  
Attest: Bruno Ricciuto  
Name: Bruno Ricciuto  
Title: Chief Financial Officer

Board Report Number: 16-0609-CO05


Approved as to legal form:

\_\_\_\_\_  
Ronald L. Marnet, General Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the day and year first above written.

**SUBLESSEE:**

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

By:   
Name: Jason Kierna  
Title: Chief Facilities Officer


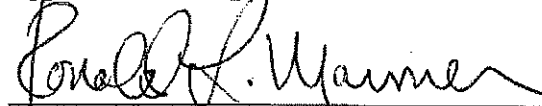
**SUBLESSOR**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Board Report Number: 16-0609-CO05**

Approved as to legal form:   
  
Ronald L. Marmer, General Counsel *SRB*



This Agreement will be posted on the CPS Internet website.

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

This "Fourth Renewal of Sublease Agreement For Space At 3948 West 26<sup>th</sup> Street, Chicago, Illinois" ("**Fourth Renewal**") is entered into as of July 1, 2017 ("**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**").

**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, to include 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.

This Agreement will be posted on the CPS Internet website.

J. The Original Sublease, as renewed and amended by all of the First Renewal, the Second Renewal, and the Third Renewal, are hereinafter referred to as the "Existing Sublease."

K. Sublessor and Sublessee desire to renew the Existing Sublease for an additional one (1) year term on the terms and conditions set forth in this Fourth Renewal.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Fourth 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 Fourth Renewal.
2. **FOURTH RENEWAL TERM.** Sublessor hereby subleases the Expanded Sublet Premises to Sublessee, upon the terms and conditions set forth herein, for an additional one (1) year term, commencing July 1, 2017 and ending June 30, 2018 ("**Fourth Renewal Term**").
3. **RENT FOR FOURTH RENEWAL TERM.** During the Fourth Renewal Term, Base Rent shall equal the following, calculated at \$13.83 per square foot x 2,547 square feet for the Expanded Sublet Premises:

<b><u>Monthly</u></b>	<b><u>Annual</u></b>
\$2,935.00	\$35,220.00

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

<b><u>Monthly</u></b>	<b><u>Annual</u></b>
\$1,202.51	\$14,430.12

<b><u>Total Monthly</u></b>	<b><u>Total Annual</u></b>
\$4,137.51	\$49,650.12

The total rent to be paid under this Fourth Renewal for the Fourth Renewal Term shall not exceed the sum of \$49,650.12.

4. **LEASE.** The reference to "to perform Sublessee's" in line 4 of Section 6 ("Lease") of the Original Sublease is hereby modified to refer to "to perform Sublessor's. . ."
5. **INSURANCE.** The first three paragraphs of Section 6 of the Second Renewal ("**Insurance**") are deleted in their entirety and substituted in lieu thereof is the following language:

Prior to the commencement of the Fourth Renewal Term, Sublessor will have its insurance company, or its representative, submit an insurance certificate evidencing the following coverages:

**Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a

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

minimum of two (2) years following completion), and defense. General liability insurance may not exclude coverage for sexual abuse and/or molestation.

The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Board of Education of the City of Chicago  
42 W. Madison Street, 2<sup>nd</sup> floor  
Chicago, Illinois 60602  
ATTN: Risk Management  
Phone: (773) 553-3310  
Fax: (773) 553-3326  
Email: riskmanagement@cps.edu

The above-referenced Certificate shall be deposited with Sublessee at the above address.

Sublessor shall have its fire, all-risk, and comprehensive general liability insurance endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, officers, officials and agents, and any other entity as may be designated by Sublessee are named as additional insureds (as their interests may appear) on a primary basis without recourse or right of contribution from Sublessee.

At the commencement of the Fourth Renewal Term, Sublessor shall provide to Sublessee evidence reasonably satisfactory to Sublessee that Current Underlying Landlord has procured and is maintaining fire and all risk insurance coverage on the Building and comprehensive public liability insurance covering all claims of personal injuries and property damage to persons and property occurring in, upon or about the common areas.

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

7. **COUNTERPARTS AND FACSIMILES.** This Fourth Renewal 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. **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 Fourth Renewal Term. In the event of any inconsistency between this Fourth Renewal and the Existing Sublease, the terms of this Fourth Renewal shall control.

This Agreement will be posted on the CPS Internet website.

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

SUBLESEE:

BOARD OF EDUCATION OF  
THE CITY CHICAGO

By: Mary De Runtz  
Name: Mary De Runtz  
Title: Deputy Chief Facilities Officer

COO Report No: 17-0629-COO5 (rev. 09.29.17.)

Approved as to legal form: [Signature]

Ronald L. Marmor  
Ronald L. Marmor, General Counsel

SUBLESSOR:

CENTRAL STATES SER,  
JOBS FOR PROGRESS, INC.

By: Eva B. Dewaelche  
Name: EVA GARZA DEWAELSCHÉ  
Title: PRES. / CEO

Attest: Guadalupe Preston  
Name: GUADALUPE PRESTON  
Title: REGIONAL 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 Villanueva  
Its: President

This Agreement will be posted on the CPS Internet website.

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

This Fifth Renewal of Sublease Agreement For Space At 3948 West 26<sup>th</sup> Street, Chicago, Illinois ("Fifth Renewal") is entered into as of July 1, 2018 ("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").

**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, to include 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.

This Agreement will be posted on the CPS Internet website.

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, to include a "**Fourth Renewal Term**" commencing July 1, 2017 and ending June 30, 2018.

K. The Original Sublease, as renewed and amended by all of the First Renewal, the Second Renewal, the Third Renewal, and the Fourth Renewal, are hereinafter referred to as the "**Existing Sublease.**"

K. Sublessor and Sublessee desire to renew the Existing Sublease for an additional one (1) year term on the terms and conditions set forth in this Fifth Renewal.

#### **AGREEMENT**

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

2. **FIFTH RENEWAL TERM.** Sublessor hereby subleases the Expanded Sublet Premises to Sublessee, upon the terms and conditions set forth herein, for an additional one (1) year term, commencing July 1, 2018 and ending June 30, 2019 ("**Fifth Renewal Term**").

3. **RENT FOR FIFTH RENEWAL TERM.** During the Fifth Renewal Term, Base Rent shall equal the following, calculated at \$13.83 per square foot x 2,547 square feet for the Expanded Sublet Premises:

<b><u>Monthly</u></b>	<b><u>Annual</u></b>
\$2,935.00	\$35,220.00

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

<b><u>Monthly</u></b>	<b><u>Annual</u></b>
\$1,202.51	\$14,430.12
<b><u>Total Monthly</u></b>	<b><u>Total Annual</u></b>
\$4,137.51	\$49,650.12

The total rent to be paid under this Fifth Renewal for the Fifth Renewal Term shall not exceed the sum of \$49,650.12.

6. **FREEDOM OF INFORMATION ACT.** Sublessor acknowledges that this Fifth Renewal and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (6 ILCS 140/1) and any other comparable state and federal laws and that this Fifth Renewal is subject to reporting requirements under 105 ILCS 5/34-220. Sublessor further acknowledges that this Fifth Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.

7. **COUNTERPARTS AND FACSIMILES.** This Fifth Renewal 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.

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

8. **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 Fifth Renewal Term. In the event of any inconsistency between this Fifth Renewal and the Existing Sublease, the terms of this Fifth Renewal shall control.

This Agreement will be posted on the CPS Internet website.

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

SUBLESSEE:

BOARD OF EDUCATION OF  
THE CITY CHICAGO

By: Mary De Runtz  
Name: Mary De Runtz  
Title: Deputy Chief of Capital Planning  
and Construction

COO Report No: 18-0627-CO07 (revised 7/17/18)

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: Ramiro Villanar  
Its: President

SUBLESSOR:

CENTRAL STATES SER,  
JOBS FOR PROGRESS, INC.

By: Eva Garza Dewalske  
Name: EVA GARZA Dewalske  
Title: PRESIDENT + CEO

Attest: Nancy C. Gutierrez  
Name: Nancy C. Gutierrez  
Title: Administrative Assistant



This Agreement will be posted on the CPS Internet website.

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

This Sixth Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois ("Sixth Renewal") is entered into as of July 1, 2019 ("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").

**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.

This Agreement will be posted on the CPS Internet website.

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

M. Sublessor and Sublessee desire to renew the Existing Sublease for an additional one (1) year term on the terms and conditions set forth in this Sixth Renewal.

#### AGREEMENT

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

2. **SIXTH RENEWAL TERM.** Sublessor hereby subleases the Expanded Sublet Premises to Sublessee, upon the terms and conditions set forth herein, for an additional one (1) year term, commencing July 1, 2019 and ending June 30, 2020 ("Sixth Renewal Term").

3. **RENT FOR SIXTH RENEWAL TERM.** During the Sixth Renewal Term, Base Rent shall equal the following, calculated at \$14.10 per square foot x 2,547 square feet for the Expanded Sublet Premises:

<u>Monthly</u>	<u>Annual</u>
\$2,993.70	\$35,924.40

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

<u>Monthly</u>	<u>Annual</u>
\$1,226.56	\$14,718.72

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

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

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

5. **COUNTERPARTS AND FACSIMILES.** This Sixth Renewal 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

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

but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

6. **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 Sixth Renewal Term. In the event of any inconsistency between this Sixth Renewal and the Existing Sublease, the terms of this Sixth Renewal shall control.

*Rest of this page left intentionally blank; signature page follows.*

This Agreement will be posted on the CPS Internet website.

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

**SUBLESSEE:**

**BOARD OF EDUCATION OF  
THE CITY CHICAGO**

By: Lindy McGuire  
Lindy McGuire, Senior Director  
Operations & Fiscal Policy

COO Report No: 19-0611-0006

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 Kelleneal  
Its: President

**SUBLESSOR:**

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

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

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

This Eighth Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> Street, Chicago, Illinois ("**Eighth Renewal**") is entered into as of July 1, 2021 ("**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**").

**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.

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

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

O. 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 Eighth Renewal.

**AGREEMENT**

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

2. **EIGHTH RENEWAL TERM.** Sublessor hereby subleases the Expanded Sublet Premises to Sublessee, upon the terms and conditions set forth herein, for an additional twelve (12)-month term, commencing July 1, 2021 and ending June 30, 2022 ("**Eighth Renewal Term**").

3. **RENT FOR EIGHTH RENEWAL TERM.** During the Eighth Renewal Term, the Base Rent payable to Sublessor shall equal the following for the Expanded Sublet Premises:

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

Additional Rent for the Eighth 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

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

The total rent payable under this Eighth Renewal for the Eighth Renewal Term shall not exceed the sum of \$50,643.12.

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

5. **COUNTERPARTS AND FACSIMILES.** This Eighth Renewal 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.

6. **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 Eighth Renewal Term. In the event of any inconsistency between this Eighth Renewal and the Existing Sublease, the terms of this Eighth Renewal shall control.

*Rest of this page left intentionally blank; signature page follows.*

This Agreement will be posted on the CPS Internet website.

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

**SUBLESSEE:**

**BOARD OF EDUCATION OF  
THE CITY CHICAGO**

DocuSigned by:  
Lindy F. McGuire  
By: \_\_\_\_\_  
Name: Lindy M. McGuire  
Title: Interim Chief Operating Officer

**SUBLESSOR:**

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

By: Eva G. Dewaelsche  
Name: EVA GARZA DEWAELSCHE  
Title: President & CEO

**COO Report No: 21-0710-COO4**

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

Attest: Javier Garibay  
Name: Javier Garibay  
Title: Regional 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 Kellam  
Its: President



**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.

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

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**").

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

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.*

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

**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

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

**EXHIBIT A**

Reconfigured Sublet Premises

This Agreement will be posted on the CPS website.

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

This Tenth Renewal and Amendment of Sublease Agreement for Space at 3948 West 26<sup>th</sup> 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 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.

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. As of July 1, 2022, Sublessor and Sublessee entered into that certain "Ninth Renewal of Sublease Agreement for Space at 3948 West 26<sup>th</sup> 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:

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

Additional Rent for the Tenth 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 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.

*Rest of this page left intentionally blank; signature page follows.*



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

**Atlantic Professional Center  
3948 West 26<sup>th</sup> Street  
Chicago, Illinois 60623**

**Commercial Lease**

**RECITALS**

**A. TERM OF LEASE**

Begins: February 1, 2009  
Ends: January, 31, 2016

**B. Rent: See rent schedule**

**C. Date of Lease: January 20, 2009**

**D. Location of Premises: 3948 W. 26<sup>th</sup> Street, 2<sup>nd</sup> Floor, Chicago, IL 60623**

**E. Purpose: Educational Instruction**

**TENANT**

**NAME:** Central States SER-Jobs for Progress, Inc

**ADDRESS:** 3948 W. 26<sup>th</sup> Street- 2<sup>nd</sup> Floor

**CITY:** Chicago, Il 60623

**LANDLORD**

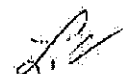
**NAME:** Park National Bank & Trust, not personally but as successor trustee to Cosmopol Bank & Trust and successor trustee to Austin B. of Chicago /u/t/a/d 2-13-96 a/k/a/ #7230

**ADDRESS:** 801 N. Clark Street

**CITY:** Chicago, Illinois 60610

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby Leases from Landlord solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto for the above Term.  
**LEASE COVENANTS AND AGREEMENTS**

- 1. Rent.** Tenant shall pay Landlord's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Landlord's address stated above or such other address as Landlord may designate in writing.
- 2. Subletting; Assignment.** The Premises shall not be sublet in whole or in part to any person other than Tenant, and Tenant shall not assign this lease without, in each case, the consent in writing of Landlord first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Landlord's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in a newspaper or place or manner whatsoever without, in each case, the consent in writing of Landlord first had and obtained. If Tenant, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Landlord may terminate this lease, and in such event Tenant shall at once pay Landlord



a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

3. **Tenant not to Misuse.** Tenant will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Tenant will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that here in before specified. Tenant will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Landlord first had and obtained. Tenant will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.
4. **Condition on Possession.** Tenant has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Landlord or his agent prior to or at the execution of this lease that are not herein expressed.
5. **Repairs and Maintenance.** Tenant shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and according to the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Landlord upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Tenant shall make all necessary repairs, upon the Premises, except repairs to the H.V.A.C. system and electrical system the repairs of which are the responsibility of Landlord, and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Tenant, as aforesaid, Landlord may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Tenant, and Landlord may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures.
6. **Access to Premises.** Tenant shall allow Landlord or any person authorized by Landlord free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make.
7. **Non-Liability of Landlord.** Except as provided by Illinois statute, Landlord shall not be liable to Tenant for any damage or injury to him or his property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or from the bursting, leaking of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Tenant, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants, other persons or occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord's agents or of Landlord himself, all claims for any such damage or injury being hereby expressly waived by Tenant.
8. **Restrictions (Signs, Alterations, Fixtures).** Tenant shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Landlord or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Landlord whatsoever without, in each case, n first had and obtained; and shall not commit or suffer any waste in or about said Premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise without the consent in writing of Landlord; and in case Tenant shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Landlord first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Landlord, and without expense of removal or maintenance to Landlord. Landlord shall have the privilege of retaining



the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Tenant agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Tenant's trade fixtures, equipment and movable furniture.

9. **Fire and Casualty.** In case the Premises shall be rendered untenable by fire, explosion or other casualty, rent will abate as of the date the Premises are untenable and Landlord may, at his option, terminate this lease or repair the Premises within sixty days. If Landlord does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate, as of the date the Premises were rendered untenable.
10. **Termination; Holding Over.** At the termination of the term of this lease, by lapse of time or otherwise, Tenant will yield up immediate possession of the Premises to Landlord, in good condition and repair, loss by fire and ordinary wear and tear excepted, and will return the keys thereof to Landlord at the place of payment of rent. If Tenant retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenant that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1 or (b) creation of a month to month tenancy, upon the terms of this lease except at one and a half times the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance at a rental of \$500.00 dollars per day, for the time Tenant remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of reentry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.
11. **Landlord's Remedies.** If Tenant shall vacate or abandon the Premises or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant contained in this lease. Tenant's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of the Premise, and, if the Landlord so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination or Tenant's right of possession, as aforesaid, whether this lease be terminated or not, Tenant agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenant or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and other persons as may reasonably be necessary, and Landlord may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof nor a waiver of any covenant, agreement or promise in this lease contained to be performed by Tenant. Tenant hereby waives all notice of any election made by Landlord hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Landlord's rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this lease.
12. **Right to Relet.** If Tenant's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Landlord, for the account and benefit of Tenant, for such rent and upon such terms and to such person or persons and for such period or periods as seem fit to the Landlord, but Landlord shall not be required to accept or receive any tenant offered by Tenant, nor to do any act whatsoever or exercise any diligence whatsoever in or about the procuring of any care or diligence by Landlord in the reletting thereof. If a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting, collection, expenses, commissions to agents, and expenses of redecorating. Tenant agrees to pay and satisfy all deficiencies. The acceptance of a tenant by Landlord, in place of Tenant, shall not operate as a cancellation hereof, nor to release Tenant from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise shall constitute only satisfaction pro tanto of the obligations of Tenant arising hereunder.

Tenant initial

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Landlord initial

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13. **Costs and Fees.** Tenant shall pay upon demand all Landlord's reasonable costs, charges and expenses, including reasonable fees of attorneys' agents and others retained by Landlord, incurred in enforcing any of the obligations of Tenant under this lease or in any litigation, negotiation or transaction in which Landlord shall through the fault of Tenant, become involved through or on account of this lease.
14. **Removal of other Liens.** In the event any lien upon Landlord's title results from any act or neglect of Tenant, and Tenant fails to remove said lien within thirty days after Landlord's notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Tenant shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord's costs, expenses and counsel fee.
15. **Remedies not Exclusive.** The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named. In the event of the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the Premises, the Landlord may collect and receive any rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.
16. **Notices.** Notices may be served on either party, at the respective addresses given at the beginning of this lease either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Landlord or Tenant at said respective addresses, in which event the notice shall be deemed to have been served at the time the copy is mailed.
17. **Miscellaneous.** (a) Provisions typed on this lease and all riders attached to this lease and signed by Landlord and Tenant are hereby made apart of this lease. (b) Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part. (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns. (d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. (e) The words "Landlord" and "Tenant" wherever used in this lease shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Landlord or Tenant herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Tenant, the warrant of attorney paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury, and confession of judgment against any one or more of such Tenants, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Tenants.
18. **Severability.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
19. **Quiet Enjoyment.** Landlord covenant and agrees that, upon Tenant's paying the amount due under this lease and performing all of the other provisions of this lease on its part to be performed. Tenant may peaceably and quietly hold and enjoy the Premises for the duration of the lease term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms covenants and conditions of this lease.
20. **Hours of Operation/holidays closed.** Tenant is not restricted to excess to its premises as stated below and may enter the Tenant's premises and leave thru a separate entrance at will.  
Monday-Friday 8.00 A.M. - 9.00 P.M. Saturday 8.00 A.M - 5.00 P.M.  
Holidays Closed: New Years Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

Tenant initial

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Landlord initial

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**COMMERCIAL LEASE**  
**ARTICLE I**  
**SCHEDULE OF BASIC DATA**

The following sets forth basic data hereinafter referred to in this lease and where appropriate, constitutes definitions of the terms hereinafter listed.

- 1.1 Floor Area of the Premises:** APPROXIMATELY 17,079 Square Feet
- 1.2 Anticipated Completion:** Completion Date APPROX. 120 days from effective date of lease or sooner.
- 1.3 Commencement Date:** The earliest to occur of (a) the date on which Tenant opens for business at the Premises or the day after Landlord delivers possession of the Premises to Tenant and Tenant accepts possession.
- 1.4 Expiration Date:** The last day of the 7<sup>th</sup> Lease Year.
- 1.5 Lease Year:** (a) if the Commencement Date is the first day of a calendar month, the twelve (12) month period commencing on the Commencement date or (b) if the Commencement Date is not the first day of a calendar month, the period commencing on the Commencement Date and ending on the last day of the twelfth (12<sup>th</sup>) full calendar month after the Commencement date and in either case, each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

**1.6 Base Rent:**

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>	<u>Per Square Foot</u>
<u>Years 1 through 7</u>	\$97,203.42	\$8,100.30	\$5.6914

**1.6-A Additional Rent:**

*ACCORDING TO ARTICLE 11, RENT ADJUSTMENTS*

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>	<u>Per Square Foot</u>
<u>Year 1</u>	<u>46,796.46</u>	<u>\$3,899.70</u>	<u>\$2.74</u>
<u>Years 1-7</u>	<u>\$1,500.00</u>	<u>N/A</u>	<u>February 1<sup>st</sup> of Each lease year.</u>

*[Handwritten signature]*

**1.7 Renewal Option:**

(A) Tenant shall have one (1) option(s) (the Renewal Option(s) to renew the initial term for one (1) additional terms of three (3) year(s) (the Renewal Term) commencing upon the day immediately after the Expiration Date of the

# ATLANTIC PROFESSIONAL CENTER

3948 West 26<sup>th</sup> Street  
Chicago, IL 60623 Suite 113

Phone 773-521-7202  
Fax 773-522-2760

March 31, 2009

RE: common area & Tax & insurance expense:

Real Estate Tax	\$68,105.00
Building Insurance Expense	5,929.00
Total Expense	<u>\$74,034.00</u>

Disposal Service	245 X 12 =	\$ 2,900.00
Elevator Maintenance	240 X 12 =	2,880.00
City of Chicago Dept of Water EST.		1,860.00
Com Ed	400 X 12 =	4,800.00
Peoples Gas	100 X 12	1,200.00
Supplies	400 X 4	1,600.00
Maintenance	500 X 52	26,000.00

Total Common area Expense	<u>\$41,280.00</u>
Total Tax & INS Expense	<u>74,034.00</u>

Total Common area & Tax & INS Expense \$115,314.00

Total Rentable Square Footage:

First Floor	12,548
Second Floor	17,079
Third Floor	12,477
Total	<u>42,104</u>

$$42,104 / 115,314 = 2,738$$

$$17,079 \times \$2.74 = 46,796.46 / 12 = \$3,899.70$$

The above annual estimate of \$46,796.46 divided by 12 equals your monthly payment which is arrived to by taking your total rentable square footage and multiplying by \$2.74.

  
Larry Villarreal

Term) commencing upon the day immediately after the Expiration Date of the Term, upon the following terms and conditions:  
Five (5 ) per cent increase in the monthly rental per year of the renewal option.

- i. Tenant gives Landlord written notice of its intention to exercise the Renewal Option not later than one hundred and twenty (120) days prior to the Expiration Date of the initial term.
- ii. Landlord, within 30 days of receiving Tenant's letter of intent to renew notifies Tenant in writing of the base rent due during the Renewal Term.
- iii. Tenant, within 15 days of receiving Landlord's notification as to the base rent during the Renewal Term, gives Landlord written notice of its election to exercise the renewal option.

(B) Except as specifically amended herein, all other provisions of this lease shall apply during the Renewal Term.

- 1.8 **Confirmation of Commencement Date and Expiration Date.** At the request of Landlord, Tenant shall promptly execute and deliver to Landlord a statement confirming the Commencement Date and the Expiration Date once those dates are determined.
- 1.9 **Utilities.** Tenant pays heating and electric expenses for its own premises.
- 1.10 **Cleaning.** In the event Tenant desires Janitorial Service Tenant must contract with Landlord's Janitorial Service.
- 1.11 **Trash Removal.** Tenant shall keep all trash and refuse in covered trash receptacles which trash receptacles shall be kept within the Premises at all times, and in no event shall be stored outside of the Premises. Tenant shall cause such trash and refuse to be removed from the Premises in the manner, as such times, and at such areas as landlord may designate for such purpose. If Landlord provides trash removal by a contractor, Tenant shall use such contractor for its trash removal and pay when due all charges reasonably assessed in connection with such trash removal at the date established therein.

Tenant initial

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Landlord initial

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ARTICLE 2

COMMON AREAS

- 2.1 Use of Common Areas. Landlord grants to Tenant and its agents, employees and customers a nonexclusive license to use, in common with others during the term, those areas and facilities (the "Common Areas") which may be furnished by Landlord from time to time in the Center for the nonexclusive general common use of tenants and other occupants of the Center, their officers, agents, employees and customers. The common areas shall include, without limitation, all exterior stairways, if any, sidewalks, parking areas, access roads, employee parking areas, truckways, driveways, landscaped areas, loading docks and areas, restrooms, utility lines, and other similar areas, facilities or improvements. Tenant's rights with respect to the Common Areas are subject to the exclusive control and management thereof at all times by Landlord are subject, further, to the rights of Landlord set forth in Sections 2.2 and 2.3.
- 2.2 Management and Operation of Common Areas. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interest of the Center. Landlord will have the right (a) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (b) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the parking areas and other Common Areas; (c) to close all or any portion of the parking areas or other Common Areas to or to the public therein; (d) to close temporarily any or all portions of the Common Areas; (e) to discourage non-customer parking and (f) to do and perform such other acts in and to such areas and improvements, in the exercise of good business judgment, Landlord determines to be advisable, such extent as, in the opinion of the Landlord, may be necessary to prevent a dedication thereof or the accrual of any rights to any person.
- 2.3 Changes and Additions to Center. Subject to the conditions hereinafter set forth, Landlord reserves the right at any time and from time to time (a) to make or permit changes or revisions in its plan for the Center, including additions to, subtractions from, rearrangement of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, driveways or other Common Areas; (b) to construct other buildings or improvements in the Center and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to buildings adjoining same; and (c) to make or permit changes or revisions in the Center, including additions thereto and/or subtractions therefrom, and to convey or lease portions of the Center to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof. The exercise of such right, however, shall neither diminish the parking available in the Center to a level below that required by applicable laws nor materially obstruct access to the Premises.

Tenant initial

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Landlord initial

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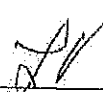
**ARTICLE 3**  
**SUBORDINATION**

- 3.1 **Subordination.** Landlord, from time to time, has executed and delivered and may execute and deliver a first mortgage or first trust deed in the nature of a mortgage, both being hereinafter referred to as a "First Mortgage," against the Center or any portion thereof or interest therein. If requested by the mortgagee or trustee under any First Mortgage, Tenant will either (a) subordinate its interests in this Lease to said First Mortgage, and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, or (b) make certain of Tenant's rights and interests in this lease superior thereto; and Tenant will promptly execute and deliver such agreement or agreements as may be required by such mortgagee or trustee under any First Mortgage. Tenant covenants that it will not subordinate this Lease to any mortgage or trust deed other than a First Mortgage without the prior written consent of the holder of the First Mortgage.
- 3.2 **Liability of Holder of First Mortgage: Attornment.** It is further agreed that (a) if any First Mortgage shall be foreclosed, (i) the holder of the First Mortgage (or its grantee) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (a) liable for any act or omission of any prior landlord (including Landlord), (b) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord), or (c) bound by any prepayment of Rent which Tenant may have made in excess of the amounts due for the next succeeding month; (ii) the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of any subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchase or owner is the owner of the Center and such liability shall not continue or survive after further transfer of ownership; and (iii) upon request of the mortgagee or trustee, if the First Mortgage shall be foreclosed, (a) Tenant will attorn, as Tenant under this lease, to the purchaser at any foreclosure sale under any First Mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, so as to affect adversely in any other respect to any material extent the rights of Landlord, nor shall this lease be canceled or surrendered, without the prior consent, in each instance, of the mortgagee or trustee under any First Mortgage.
- 3.3 **Modification Required by First Mortgagee.** Should any prospective first mortgagee require a modification or modifications of this Lease, which modifications will not cause an increase cost or expense to Tenant or in any other way materially change the rights and obligations of Tenant hereunder, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefore and deliver the same to Landlord within ten (10) days following the request thereof.
- 3.4 **Short Form Lease and Certification.** Should any prospective mortgage require execution of a short form of lease for recording (containing the names of the parties, a description of the Premises and the term of this Lease) or a certification from Tenant concerning this Lease in such form in which may be required by a prospective mortgagee, Tenant agrees to execute promptly such short form of lease or certificate and deliver the same to Landlord within ten (10) days following the request thereof.

Tenant initial \_\_\_\_\_



Landlord initial \_\_\_\_\_



**ARTICLE 4**

**MORTGAGE PROTECTION**

- 4.1 Tenant agrees to give any holder of any First Mortgage (as defined in Section 3) against the Center, or any interest therein, by registered or certified mail, a copy of any notice or claim of Default served upon Landlord by Tenant, provided that prior to such notice, Tenant has been notified in writing of the address of such First Mortgage holder. Tenant further agrees that if Landlord has failed to cure such Default within thirty (30) days after such notice to Landlord (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default), then the holder of the First Mortgage shall have an additional thirty (30) days within which to cure or correct such Default (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the First Mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default, including the time necessary to obtain possession, if possession is necessary to cure or correct such Default).

**ARTICLE 5**

- 5.1 ~~Relocation.~~ Landlord shall have the right at any time and from time to time, upon 90 day notice to Tenant (the "Relocation Notice"), to relocate Tenant to different premises in the Center (the "Substitute Premises"), provided that the Substitute Premises are of approximately the same size as the Premises and provide that Landlord reimburses for all reasonable out-of-pocket expenses incurred by Tenant in connection with said relocation (including moving costs, telephones and computer relocation costs, and stationary costs). ~~Tenant shall relocate to the Substitute Premises within the time set out in the Relocation Notice. Upon the date Tenant takes possession of the Substitute Premises, this Lease shall be deemed amended to provide for the Substitute Premises, and all other terms and conditions of this lease shall remain in full force and effect. Tenant agrees to execute any document reasonably required by Landlord to reflect the relocation to the Substitute Premises.~~ GD  
JK

- 5.2 **Entire Agreement.** All understandings and agreements, oral or written, heretofore made between the parties are merged in this Lease, which alone fully and completely expresses the agreement between Landlord (and its beneficiary, if any, and their agents) and Tenant.

**ARTICLE 6**

**MAINTENANCE AND REPAIR OF PREMISES**

- 6.1 **Maintenance and Repairs by Landlord.** At its sole cost and expense throughout the Term, Landlord shall make and perform all structural maintenance and repairs of exterior walls, all maintenance and repairs of all structural columns and structural floors which collectively enclose the Premises (excluding, however, all doors, door frames, storefronts, windows and glass) and all maintenance and repairs of the roof of the Premises, provided Tenant shall give Landlord notice of the necessity for such maintenance or repairs and provided that the necessity for such repairs shall neither arise from nor shall be caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, customers, invitees or contractors, in which case such maintenance or repairs shall be made by Tenant or, at Landlord's option, by Landlord at Tenant's sole cost and expense. Except for any damage resulting from any wanton or negligent act of Landlord or its employees and agents, Tenant, at its own expense, should keep the Premises in good repair and tenantable condition and shall repair promptly and adequately all damages to the Premises caused by Tenant or any of its employees, contractors, agents, invitees or licensees, including replacing or repairing damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of Landlord and within any reasonable period of time specified by Landlord

Tenant initial

GD

Landlord initial

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## ARTICLE 7

### USE AND OPERATION OF PREMISE

- 7.1 **Permitted Use.** Tenant shall use and occupy the Premises during the term only for the permitted use specified in Section E. of the Recitals and for no other purposes.
- 7.2 **Disturbances.** Tenant shall neither commit nor permit any waste upon the Premises nor perform any act or carry on any practice which may injure the Premises or any other part of the Center, or cause any offensive odor, noise or vibration, or constitute a nuisance or menace to any other occupant or other persons in the Center, and in no event shall any offensive noises be omitted from the Premises.
- 7.3 **Signs.** Tenant shall not place on the exterior or interior of the Premises any signs other than those signs (including the design number and location of such signs and any replacement thereof) which may have been approved first by landlord. All signs must be professionally designed and prepared and shall be limited in number. Notwithstanding the foregoing, in exchange for the payment of all costs and expenses to operate and maintain the neon sign at the front of the Atlantic Mall Building, Tenant shall have the right to use said existing Neon sign to advertise Tenant's operations and services.
- 7.4 **Deliveries.** Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas as Landlord may reasonable designate for such purposes.
- 7.5 **Compliance with Laws and Insurance Requirements.** Tenant, at its expense, shall comply with all laws, rules, orders, ordinances, direction, regulations and requirements of federal, state, county and municipal authorities pertaining to the Tenant's use of the Premises, with the requirements of Landlord's insurance carriers, and with the recorded covenants, conditions and restrictions affecting the Center, regardless of when they become effective, including, without limitation all applicable federal, state and local laws, regulations, ordinances pertaining to air and water quality, toxic or hazardous materials and substances, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord and Tenant with respect to the use or occupation of the Premises. Tenant shall not directly or indirectly make any use of the Premises which may jeopardize any insurance coverage or may increase the cost of insurance and may require additional insurance coverage. If, and to the extent due to Tenant's use of Premises, improvements to the Premises or Center are necessary to comply with any of the forgoing or with the requirements of insurance carriers, Tenant shall pay the entire cost thereof. Tenant agrees that at Tenant's own expense, Tenant will carry commercial general liability insurance in minimum limits of one million dollars and name Landlord as a co-insured and provide Landlord with a certificate of insurance. In the event Tenant fails to carry commercial liability insurance, Landlord at its option may purchase the Commercial Liability Insurance, and present the Tenant with the invoice of said insurance, and Tenant shall reimburse Landlord for the insurance expense.
- 7.6 **Rules and Regulations.** Tenant agrees to observe and not to interfere with the rights reserved to Landlord in Article 9 and Tenant agrees, for its self, its employees, agents, contractors, invitees, and licensees, to comply with the rules and regulations Landlord may set forth and make a part hereof and such other rules and regulations as may be adopted by Landlord and made a part of this lease. Any violation of Tenant by any of the rules and regulations contained in this lease, or as hereof may be remain liable for all damages, loss, cost and expense resulting from any violation by Tenant of any of set rules and regulations. Nothing contained in this lease shall be construed to impose upon Landlord any duty or obligations to enforce said rules and regulations or the terms, covenants and conditions of any other lease against any other tenant or any other persons, and Landlord and its beneficiaries shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, invitees or any other person.

Tenant initial

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Landlord initial

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**ARTICLE 8**

**EXCULPATORY PROVISION**

- 8.1 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord, are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Center and the Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), Tenant shall look solely to the interest of Landlord in the Center; that this Lease is delivered by Landlord not in its own right, but solely in the exercise of the powers conferred upon it as trustee and neither Landlord nor any of Landlord's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon Landlord to sequester the trust estate or the rent issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, nor at any time shall be asserted or enforced against, said Landlord, individually or personally, but only as trustee under the provisions of the trust agreement establishing the trust, or against any of the beneficiaries under the trust agreement establishing the trust on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord contained in this Lease, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

**ARTICLE 9**

**RIGHTS RESERVED TO LANDLORD**

- 9.1 **Rights Reserved to Landlord.** Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without either a) affecting an eviction or disturbance of Tenant's use or possession, b) giving rise to any claim for setoff or abatement of Rent or c) affecting any of Tenant's obligations under this Lease:
- (a) to change the name or street address of the Center;
  - (b) to install and maintain signs on the exterior of the Center;
  - (c) to prescribe the location and style of the unit store number and identification sign or lettering for the Premises;
  - (d) to retain at all times, and to use in appropriate instances, pass keys to the Premises;
  - (e) to exhibit the Premises at reasonable hours, and to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises.
  - (f) To enter the Premises at reasonable hours for reasonable purposes, including inspection and the performance of services as provided hereunder.

Tenant initial

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Landlord initial

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**ARTICLE 10**

**MISCELLANEOUS**

- 10.1 **Successors and Assigns.** Each provision of this lease shall extend to and shall bind and inure to the benefit of Landlord and its respective heirs, legal representatives, successors, and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- 10.2 **Counter parts.** This Lease may be executed in any number of counterparts. Each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute one and the same instrument.
- 10.3 **No Joint Venture.** The relationship of the parties is that of landlord and tenant only, and nothing in this Lease shall be construed as creating a partnership, joint venture, principal-agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.
- 10.4 **Partial Invalidity.** If any term or provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 10.5 **Survival.** Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation before the commencement of the term or after the expiration of the term shall be binding and enforceable notwithstanding that payment or performance is not within the term, and the same shall survive.
- 10.6 **Time of Essence.** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.
- 10.7 **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of an amount less than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter or other communication accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.
- 10.8 **Entire Agreement.** This Lease and the Exhibits, Riders, Supplements and Guaranty, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant concerning the Premises except those set forth herein. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- 10.9 **Recordation.** Tenant shall not record this Lease or any memorandum or other reference to this Lease, without the written consent of Landlord.
- 10.10 **Governing Law.** This lease shall be construed and enforced in accordance with the laws of the State of Illinois.

Tenant initial \_\_\_\_\_

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Landlord initial \_\_\_\_\_

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ARTICLE 11

RENT ADJUSTMENTS

11.1 Obligations to Pay Rent Adjustments. In addition to paying Base Rent, Tenant shall also pay as additional rent the amounts determined in accordance with this Article (the "Rent Adjustments").

11.2 Definitions. As used in this Lease,

- (a) "Adjustments Date" shall mean the first day of the Term and each January 1 thereafter falling within the Term.
- (b) "Adjustment Year" shall mean each calendar year.
- (c) "Common Area Expenses" shall mean and include those costs and expenses paid or incurred by or on behalf of Landlord for owning, managing, operating, maintaining and repairing the Center and the Common Areas, including, without limitation, the cost of security and security devices and systems; trash removal; cleaning and sweeping, planting and replacing decorations, maintenance, repair and replacement of utility systems; electricity, steam, water, sewers, fuel, heating and lighting; window cleaning; janitorial service; costs of parking lot maintenance, insurance, including, but not limited to fire extended coverage, all risk, liability, workmen's compensation or any other insurance carried by Landlord and applicable to the Center; painting; uniforms; management fees; supplies; sundries; sales or use taxes on supplies or services; wages and salaries of all persons engaged in the operation, management, maintenance and repair of the Center, expenses, including, but not limited to, expenses that relate to seeking or obtaining reductions in and refunds of real estate taxes; and any other expense or charge, whether or not hereinbefore mentioned, which, in accordance with generally accepted accounting or management principles, would be considered an expense of owning, managing, operating, maintaining or repairing the Center or the Common Areas.
  - (i) The cost of any capital improvements to the Center made after the date of this Lease which are intended to reduce Common Area Expenses or which are required under any governmental laws, regulations or ordinances which were not applicable to the Center at the time it was constructed, amortized over such reasonable period as Landlord shall determine, together with interest on the unamortized cost of any such improvement (at the prevailing construction loan rate available to Landlord on the date the cost of such improvement was incurred) shall be included in Common Area Expenses.
  - (ii) If any item of Common Area Expenses, although paid or incurred in one year, relates to more than one calendar year, such item may be proportionately allocated among such related calendar years at the option of Landlord.
- (d) "Taxes" shall mean real estate taxes, general or special assessments, sewer rents, rates and charges, transit and transit district taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, whether general, special, ordinary or extraordinary, which may now or hereafter be levied, assessed or imposed against the Center.

Tenant initial

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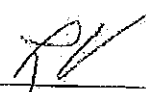
- (i) If at any time the method of taxation then prevailing is altered so that any new or additional tax, assessment, levy, imposition or charge or any part thereof shall be imposed upon Landlord in place or partly in place of any such Taxes or contemplated increase therein, or in addition to Taxes, and is measured by or is based in whole or in part upon the Center or the rents or other income therefrom, then all such new taxes, assessments, levies, impositions or charges any or part thereof, to the extent that they are so measured or based, shall be included in Taxes levied, assessed or imposed against the Center to the extent that such items would be payable if the Center were the only property of Landlord subject thereto and the income received by Landlord from the Center were the only income of Landlord.
- (ii) Notwithstanding the year for which any such taxes or assessments are levied, (A) in the case of taxes or special assessments which may be paid in installments, the amount of each installment, plus any interest payable thereon, paid during a calendar year shall be included in Taxes for that year and (B) if any taxes or assessments payable during any calendar year shall be computed with respect to a period in excess of twelve (12) calendar months, then taxes or assessments applicable to the excess period shall be included in Taxes for that year. Except as provided in the preceding sentence, all references to Taxes "for" a particular year shall be deemed to refer to taxes levied, assessed or otherwise imposed for such year without regard to when such taxes are payable.
- (e) "Floor Area of the Premises" shall mean the number of square feet of the space in the Premises, as set forth in Section 1.7, which shall be measured (i) to the outside face of permanent exterior building walls, whether solid or glass, (ii) to the center line of interior demising partitions, (iii) to the corridor side of walls adjoining, and (iv) a predetermined lease line, commonly known as the corridor; and in no case shall there be any deduction for columns or other structural elements within the Premises.
- (f) "Floor Area of the Center" shall mean the aggregate amount of floor area in the Center designated by Landlord for the exclusive use and occupancy of rent-paying tenants, which shall be calculated in accordance with Section 11.2 (e) and shall exclude Common Areas, storage areas leased separately from office or retail areas, and areas used for management and promotion offices.
- (g) "Tenant's Proportionate Share" shall mean a fraction, the numerator of which is the Floor Area of the Premises and the denominator of which is the greater of (i) the Floor Area of the Center which is leased by Landlord to tenants under leases, the terms of which are in effect during the Adjustment Year in question and (ii) eighty percent (80%) of the Floor Area of the Center.
- (h) "Rent Adjustments" shall mean all amounts determined pursuant to this Article, including all amounts payable by Tenant to Landlord on account thereof.

11.3 **Computation of Rent Adjustments.** Tenant shall pay Rent Adjustments for each Adjustment Year as hereinafter determined. Rent Adjustments payable by Tenant with respect to each Adjustment Year during which an Adjustment Date falls shall include (a) the product of Tenant's Proportionate Share multiplied by the amount of Taxes for such Adjustment Year (said product being hereinafter referred to as the "Tax Adjustment") plus (b) the product of Tenant's Proportionate Share multiplied by the amount of Common Area Expenses for such Adjustment Year (said product being hereinafter referred to as the "Expense Adjustment"). Tenant agrees and acknowledges that Landlord has made no representation, warranty or guaranty relating to the amount of Taxes and Common Area Expenses. Tenant has had an opportunity to consult with Landlord with respect to the Taxes and Common Area Expenses projected for the operation of the Center but has not relied upon any statements or representations of Landlord or any agent or affiliate of Landlord in regard thereto in executing this Lease and in agreeing to perform the terms and covenants hereof and shall make no claim against Landlord based thereon.

Tenant initial



Landlord initial





**11.4 Payments of Rent Adjustments; Projections.** Tenant shall make payments on account of Tax Adjustment and Expense Adjustment (the aggregate of such payments with respect to any Adjustment Year being hereinafter referred to as the "Rent Adjustment Deposit") as follows:

- (a) Prior to each Adjustment Date and from time to time during the Adjustment Year in which such Adjustment Date falls, Landlord may deliver to Tenant a written notice or notices (each such notice being hereinafter referred to as a "Projection Notice") setting forth (i) Landlord's reasonable estimates, forecasts or projections (collectively, the "Projections") of either or both of Taxes and Common Area Expenses for such Adjustment Year and (ii) Tenant's Rent Adjustment Deposits with respect to the Tax Adjustment and Expense Adjustment components of Rent Adjustments for such Adjustment Year based upon the Projections.
- (b) Tenant shall commence payments of monthly installments of Rent Adjustment Deposits on the first day of the first calendar month during the Term following Landlord's delivery of the first Projection Notice hereunder. On such date, and on or before the first day of each calendar month thereafter of the Adjustment Year covered by such Projection Notice, Tenant shall pay to Landlord one-twelfth (1/12) of the Rent Adjustment Deposits shown in the Projection Notice. Within fifteen (15) days following Landlord's delivery of a Projection Notice for an Adjustment Year in progress, Tenant shall also pay Landlord a lump sum equal to the Rent Adjustment Deposits shown in the Projection Notice less the sum of (i) any previous payments on account of Rent Adjustment Deposits made with respect to such Adjustment Year and (ii) monthly installments on account of Rent Adjustment Deposits due for the remainder of such Adjustment Year. Until such time as Landlord furnishes a Projection Notice for an Adjustment Year, Tenant shall continue to pay monthly installments of Rent Adjustment Deposits in the amount shown by the most recent Projection Notice or, if the Tax Adjustment and Expense Adjustment for the Adjustment Year covered by such Projection Notice has been determined, one-twelfth (1/12) of such Tax Adjustment and Expense Adjustment, whichever is greater.

**Readjustments.** The following readjustments shall be made by Landlord and Tenant for Expense Adjustment and Tax Adjustment:

- (a) Following the end of each Adjustment Year and after Landlord has determined the amount of Common Area Expenses to be used in calculating the Expense Adjustment for such Adjustment Year, Landlord shall notify Tenant in writing (any such notice referred to being hereinafter as "Landlord's Expense Statement") of such Common Area Expenses and Tenant's Expense Adjustment for such Adjustment Year. If the Expense Adjustment owed for such Adjustment Year exceeds the Expense Adjustment component of the Rent Adjustment Deposit paid by Tenant during such Adjustment Year, then, within fifteen (15) days after the date of Landlord's Expense Statement, Tenant shall pay to Landlord an amount equal to the excess of the Expense Adjustment over the Expense Adjustment component of the Rent Adjustment Deposit paid by Tenant during such Adjustment Year. If the Expense Adjustment component of the Rent Adjustment Deposit paid by Tenant during such Adjustment Year exceeds the Expense Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Expense Statement, or, at its option, may credit such excess to any Rent theretofore due and owing, until such excess has been exhausted. If this Lease expires or is terminated prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of rent for the adjustment Year Lease expires, subject to Tenant's obligations under Section 11.6 provided Tenant has vacated the Premises and otherwise hits surrendered the Premises to Landlord in accordance with this Lease and Tenant is not then in Default under this Lease.

Tenant initial

*ES*

Landlord initial

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- (b) Following the end of each Adjustment Year and after Landlord has determined the actual amount of Taxes to be used in calculating the Tax Adjustment for such Adjustment Year, Landlord shall notify Tenant in writing (any such notice hereinafter referred to as "Landlord's Tax Statement") of such Taxes for such Adjustment Year. If the Tax Adjustment owed for such Adjustment Year exceeds the Tax Adjustment component of the Rent Adjustment Deposit paid by Tenant during such Adjustment Year, then, within fifteen (15) days after the date of Landlord's Tax Statement, Tenant shall pay to Landlord an amount equal to the excess of the Tax Adjustment over the Tax Adjustment component of the Rent Adjustment Deposit paid by Tenant during such Adjustment Year if the Tax Adjustment component of the Rent Adjustment Deposit paid by Tenant during such Adjustment Year exceeds the Tax Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Tax Statement, or, at its option, may credit such excess to any Rent theretofore due and owing, until such excess has been exhausted. If this Lease expires or is terminated prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Rent for the Adjustment Year in which this Lease expires, subject to Tenant's obligations under Section 11.6 provided Tenant has vacated the Premises and otherwise has surrendered the Premises to Landlord in accordance with this Lease and Tenant is not then in Default under this Lease.

No interest or penalties shall accrue on any amounts which Landlord is obligated to credit or pay to Tenant pursuant to this Section 11.5

- 11.6 Proration and Survival.** With respect to any Adjustment Year which does not fall entirely within the Term, Tenant shall be obligated to pay as Rent Adjustments for such adjustment year only a pro-rata share of Rent Adjustment its determined herein, based upon the number of days of the Term falling within the Adjustment Year. Following expiration or termination of this Lease, Tenant shall pay any Rent Adjustments due to Landlord within (15) days after the date of each Landlord's Statement sent to Tenant. Without limitation of other obligations of Tenant which shall survive the expiration of the Term, the obligation of Tenant to pay Rent Adjustment as provided in this Article accruing during the Term shall survive the expiration or termination of this Lease.

Tenant initial

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Landlord initial

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## GUARANTY

The undersigned, in consideration of the leasing of the Premises described in the attached Lease to the Tenant therein mentioned, do hereby absolutely, unconditionally and irrevocably Guaranty to the Landlord the full and complete performance of all the Tenant's covenants and obligations under the Lease and the full payment by Tenant of all rentals, additional rentals and other charges and amounts required to be paid thereunder.

The undersigned do to each hereby waive all requirements of the acceptance of this Guaranty and all requirements of notice of breach or non-performance by Tenant. The undersigned further waive any demand by the Landlord and/or prior action by Landlord by any nature whatsoever against Tenant. The undersigned obligation's hereunder shall remain fully binding although the Landlord may have waived one or more default's by Tenants, extended the time of performance by Tenant, modified or amended the Lease, released, returned or misapplied other collateral given later as additional security (including other Guaranty's) And Leased Tenant from the performance of it's obligations under such lease.

The undersigned agree that in the event of insolvency, bankruptcy, of reorganization of Tenant, and Liquidation, dissolution, winding -up or cancellation of the legal status of Tenant, and composition or arrangement with Tenants with its creditors, and irrespective of any rejection, assignment or termination of Lease or any of the terms or condition thereof by Tenant, or any trustee of Tenant in connection with any petition for bankruptcy Code or any other applicable federal or state law, the undersigned should nonetheless remain liable hereunder for the full and complete performance of the terms of the Lease to be complied with or performed by Tenant during the entire Lease Term designated in the Lease.

The undersigned further agrees that its liabilities hereunder shall be primary, and that in any right to action which shall accrue to Landlord under the lease, Landlord may, at its option, proceed against the undersigned and Tenant, jointly and severally, and may proceed against the undersigned without having commenced any action or having obtained any judgment against Tenant.

The undersigned will pay upon the reasonable attorney's fees and costs incurred by landlord in connection with the enforcement of this Guaranty.

If this Guaranty is signed by more than one person, their obligation shall be joint and several and the release of one such guarantors shall not release any other guarantors. This Guaranty shall be binding upon the undersigned and their respective heirs, executors, administrators, representatives, and assign, and shall continue in effect subsequent to any assignment of the Lease by Tenant or by operation of law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this  
\_\_ day of \_\_, at Chicago, Illinois.

Name: \_\_\_\_\_

Name: Kora H. Dewaeloche

\_\_\_\_\_  
President

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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**SECURITY DEPOSIT SCHEDULE**

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**Security Deposit.** Concurrently with the Tenant's execution of this lease, Tenant has deposit with Landlord the sum of \$6,000.00 (which is in addition to the \$6,000.00 currently being held by Landlord on behalf of Tenant) as security for the payment by Tenant of the base rent and other charges that may be set forth in this lease, and for the performance by the Tenant of all the terms, conditions and covenants of this lease. If at any time during the term of this lease Tenant shall be in default in the performance of any provision of this lease beyond any applicable cure period, Landlord shall have the right to use the security deposit, or so much thereof as is necessary, in payment of any base Rent or other charges, reimbursement of any expense incurred by Landlord, or payment of any damages incurred by Landlord as a result of Tenant's default. If any portion of the deposit is so used or applied, Tenant shall, within ten (10) days after written demand from Landlord, remit to Landlord a sufficient amount to restore the security deposit to its original amount.

**Refund.** If the security deposit has not been utilized as provided above herein, such security deposit, or so much of it as has not been so utilized, shall be refunded to Tenant, without interest, within Sixty (60) days after the expiration of this lease.

**Interest on Late Payments.** In addition, for each rent payment or other amounts due under this lease not received within five (5) days of the due date, a late fee or five percent (5%) of the delinquent amount or fifty dollars (\$50.00), whichever is greater, shall be imposed.

DATED: Jan 20, 2009

TENANT: Kora G. Dewaelche  
President

LANDLORD: Randy Villanar

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date above written.

ATLANTIC MALL CORPORATION BY:

Larry Villarreal  
Larry Villarreal, President

Landlord: : Park National Bank & Trust, not personally but as successor trustee to Cosmopolitan Bank & Trust and successor trustee to Austin Bank of Chicago /u/t/a/d 2-13-96 a/k/a/ #7230

\*\*

not personally but solely as Trustee as aforesaid

AGREEMENT DATES:

KNOWN AS TRUST #7230

\*\*for signatures, notary and exculpatory provisions of the Trustee se Rider attached hereto which is expressly incorporated herein and made a part herof.

TENANT:

Signature: Eva G. Dewaeltsche

Print Name: Eva G. Dewaeltsche

Title: President

ATTEST:

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Lease is executed by PARK NATIONAL BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon it and vested in it as such Trustee and under the express direction of the beneficiaries under a certain Trust Agreement February 13, 1996 and known as Trust Number 7230 at PARK NATIONAL BANK, for all provisions to which this Lease is expressly made subject. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained or to keep, preserve or sequester any property of said Trust, and that all personal liability of the Trustee of every sort, if any, is hereby expressly waived by said lessee and by every person now or hereafter claiming any right or security hereunder; and that so far as the said parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that the said Trustee merely holds naked legal title to the property herein described and has no control over or under this lease, and Under this lease assumes no responsibility for (1) warranties; (2) the construction of the trust premises; (3) the management or control of such property; (4) the upkeep, inspection, maintenance or repair of such property; (5) the collection of rents or deposits, security or otherwise, or the rental of such property; (6) the conduct of any business which is carried on upon such premises; (7) fees of any nature whatsoever, or (8) indemnifications.

Signatures of the Trustee expressly exclude covenant of lessor pursuant to the Hazardous Substances clause of this Lease as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any hazardous substances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental protection Act.

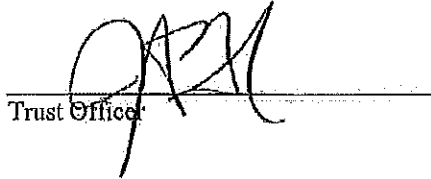
All representations and undertakings of the Lessor herein are those of the Lessor, and not PARK NATIONAL BANK, individually or as Trustee, including those as to title.

PARK NATIONAL BANK,  
as Trustee aforesaid and not personally,

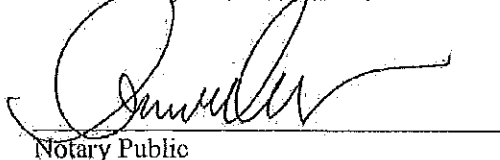
ATTEST:

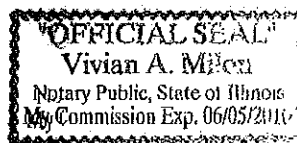
  
Land Trust Administrator

BY:

  
Trust Officer

Subscribed and Sworn to before me  
this 13<sup>th</sup> day of March, 2009.

  
Notary Public



**RIDER TO THE COMMERCIAL LEASE DATED January 20, 2009 BY AND BETWEEN ATLANTIC MALL CORP LANDLORD AND CENTRAL STATES SER-JOBS FOR PROGRESS TENANT FOR THE PREMISES KNOWN AS 3948 WEST 26<sup>TH</sup> STREET, CHICAGO, ILLINOIS. SUITES 207,208,209,210, 211, 212,213, & 224 the entire second floor premises.**

**1. Entire Agreement; Modifications in Writing; Governing Law, Headings.** This rider is attached to and incorporated into the above referenced lease. Should any conflict or inconsistency arise between any term, provision or condition of this Rider and the Commercial Lease, dated January 20, 2009 the terms, provisions or conditions of this Rider shall control.

This Lease contains the sole and exclusive agreement between the parties with respect to the subject matter hereof, and may not be amended, supplemented or terminated, nor shall any obligation hereunder or condition hereof be deemed waived, except by a written agreement signed by the party to be charged. The provisions of this Lease are to apply to and bind the successors (personal representative and heirs) and assigns of the respective parties.

This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. Landlord and Tenant irrevocably agree that any action or proceeding in any way, manner or respect arising out of the Lease, or arising from any dispute or controversy arising in connection with or related to the Lease, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, State of Illinois, and Landlord and Tenant consent and submit to the jurisdiction of any local, state or federal court located within the City, County and State. Each party waives any right it may have to transfer or change the venue of any litigation brought against it by the other party in accordance with these provisions. If there is more than one Tenant, the warrant of attorney is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Tenants.

Headings are for convenience only and do not limit, expand or construe the contents of the terms or provisions contained therein.

**2. Landlord Improvements:** Landlord will develop for Tenant suites 207, 208, 209, 210, 211, 212, 213, & 224 the entire second floor premises in accordance with the Tenant approved architectural plans included in this Lease as EXHIBIT A (LANDLORD IMPROVEMENTS). Landlord and Tenant estimate at this time that the total cost of the Tenant Improvements shall be approximately Two Hundred Thirty Five Thousand Dollars (\$235,000.00). The final amount of Tenant Improvements shall be determined by mutual agreement between the parties and shall be detailed in an Addendum to this Rider. Said Addendum shall set forth the total cost for Tenant Improvements, the financing terms agreed upon for said improvements and Tenant's repayment obligations. Tenant acknowledges and agrees that Tenant shall be wholly responsible for repayment of the full cost of Tenant

*CD*

*AV*

Improvements. In the event that Tenant vacates the premises or terminates the Lease in any way prior to full payment of Tenant's Improvement costs, Tenant will immediately pay Landlord the total outstanding balance in one lump sum payment.

In event that Tenants funding is reduced by thirty (30%) per cent Tenant may notify Landlord by giving Landlord six (6) months notice of said reduction in its funding and that Tenant will be terminating Tenants lease. However, Tenant agrees that the balance of the built-out cost and expense will be paid in one lump sum payment by Tenant prior to termination of Tenants lease.

By:

**Landlord:**

Signature:

Larry Villanar

Print Name and Title:

LARRY VILLANAR

Date:

Jan 29, 2009

**Tenant:**

Signature:

Eva G. Dewaelche

Print Name and Title:

Eva G. Dewaelche President

Date:

Jan 29, 2009



ADDENDUM TO THE COMMERCIAL LEASE DATED January 20, 2009 BY AND BETWEEN ATLANTIC MALL CORP LANDLORD AND CENTRAL STATES SER-JOBS FOR PROGRESS TENANT FOR THE PREMISES KNOWN AS 3948 WEST 26<sup>TH</sup> STREET, CHICAGO, ILLINOIS. SUITES 207,208,209,210, 211, 212,213, & 224 the entire second floor premises.

**1. Entire Agreement; Modifications in Writing; Governing Law, Headings.** This Addendum is attached to and incorporated into the above referenced lease. Should any conflict or inconsistency arise between any term, provision or condition of this Addendum and the Commercial Lease, dated January 20, 2009 the terms, provisions or conditions of this Addendum shall control.

This Lease contains the sole and exclusive agreement between the parties with respect to the subject matter hereof, and may not be amended, supplemented or terminated, nor shall any obligation hereunder or condition hereof be deemed waived, except by a written agreement signed by the party to be charged. The provisions of this Lease are to apply to and bind the successors (personal representative and heirs) and assigns of the respective parties.

This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. Landlord and Tenant irrevocably agree that any action or proceeding in any way, manner or respect arising out of the Lease, or arising from any dispute or controversy arising in connection with or related to the Lease, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, State of Illinois, and Landlord and Tenant consent and submit to the jurisdiction of any local, state or federal court located within the City, County and State. Each party waives any right it may have to transfer or change the venue of any litigation brought against it by the other party in accordance with these provisions. If there is more than one Tenant, the warrant of attorney is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Tenants.

Headings are for convenience only and do not limit, expand or construe the contents of the terms or provisions contained therein.

2. The Base Rent of Twelve Thousand dollars (\$12,000.00) per month for each month of February 2009 through August 2009 shall be adjusted so that of the monthly rent, Five Thousand Dollars (\$5,000.00) each month shall be deposited with Atlantic Mall Corporation for a total of Thirty Five Thousand Dollars (\$35,000.00) and for the purpose of repayment of the Tenant Improvements as set forth in the Rider to the Commercial Lease dated January 20, 2009 by and between Atlantic Mall Corporation and Central States SER-jobs for Progress for the premises known as 3948 West 26<sup>th</sup> street, Chicago, Illinois, including any riders, amendments and attachments thereto.

[Signatures on separate page]



By:

**Landlord:**

Signature:

Ramy Villanar

Print Name and Title:

LARRY VILLANAR PRESIDENT

Date:

Jan 29, 2009

**Tenant:**

Signature:

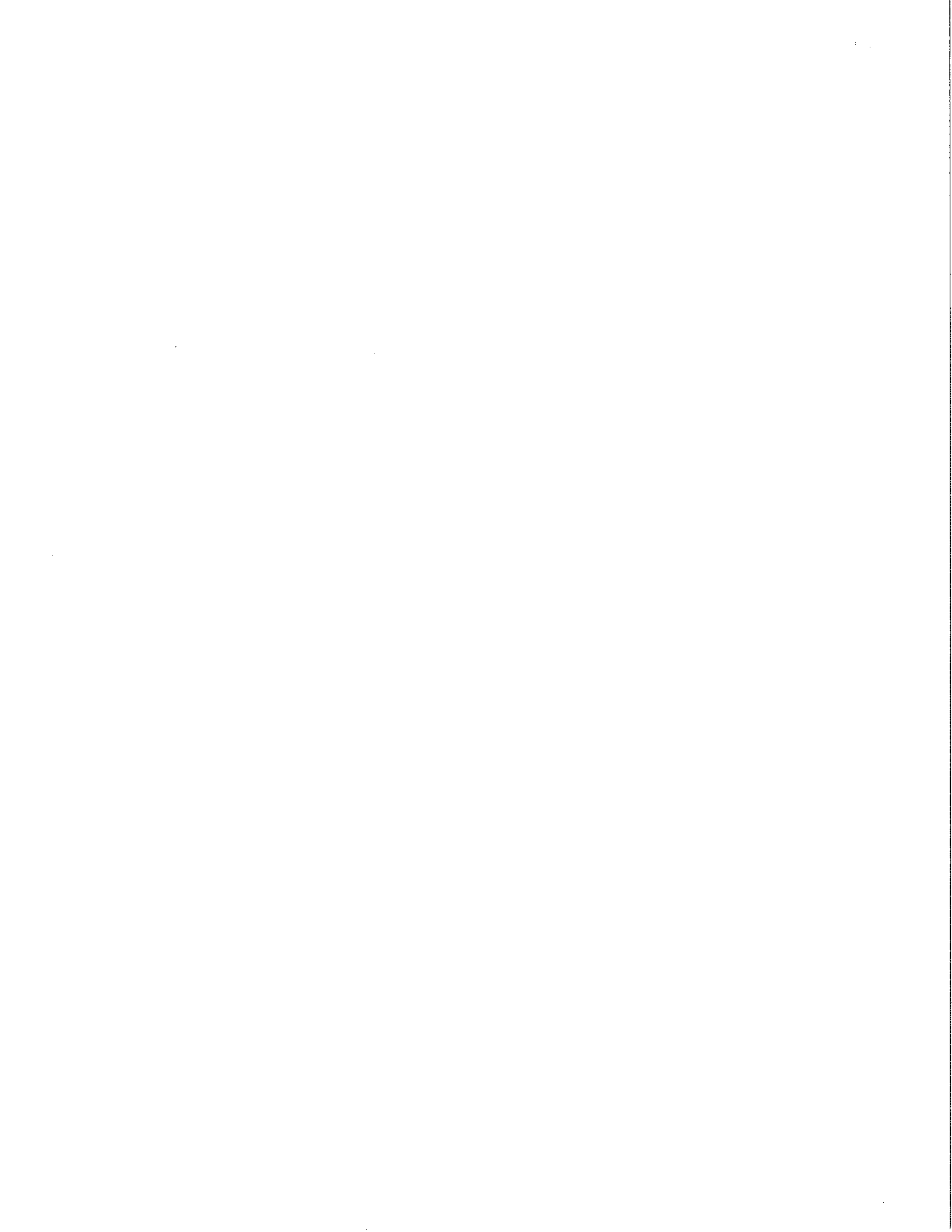
Eva G. Dewaelsche

Print Name and Title:

Eva G. Dewaelsche President

Date:

Jan 29, 2009



**22-1114-COO18**  
**CHIEF OPERATING OFFICER'S REPORT**  
**LEASE RENEWAL WITH CENTRAL STATES SER, JOBS FOR PROGRESS, INC.**  
**FOR USE OF 3948 W.26<sup>th</sup> STREET FOR**  
**STUDENTS IN TRANSITION, DEPARTMENT OF MULTIPLE PATHWAYS.**

The General Counsel is hereby authorized to prepare a renewal of the lease agreement with Central States SER, Jobs For Progress, Inc. with the terms contained herein. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days, unless further extended by the Chief Operating Officer.

**LANDLORD:** Central States SER, Jobs for Progress, Inc.  
Little Village Center  
3948 W. 26<sup>th</sup> Street Suite 213  
Chicago, IL 60623  
Contact Person: Hugo Avila, Director of Adult Programs  
[havila@centralstatesser.org](mailto:havila@centralstatesser.org) Phone: 773-739-6117  
and Manuela Zarate, VP and COO, [mzarate@sermetro.org](mailto:mzarate@sermetro.org)

**TENANT:** Board of Education of the City of Chicago.

**PREMISES:** 3948 W. 26<sup>th</sup> Street, including the Youth Computer Lab (Room 211), two offices (Rooms 213-214), the Youth Lounge (Room 212) and the Training Room (Room 234); a total of 2,933.5 square feet.

**USE:** Location for Students in Transition, department of Multiple Pathways, also known as SOAR.

**ORIGINAL TERM:**

The original term (authorized by COO Report 12-1205-COO1) was for term: January 1, 2013 through June 30, 2013.  
The 1<sup>st</sup> renewal (authorized by COO Report 13-0606-COO7) was for term: July 1, 2013 through June 30, 2014.  
The 2<sup>nd</sup> renewal (authorized by COO Report 14-0317-COO4) was for term: July 1, 2014 through June 30, 2016.  
The 3<sup>rd</sup> renewal (authorized by COO Report 16-0609-COO5) was for term: July 1, 2016 through June 30, 2017.  
The 4<sup>th</sup> renewal (authorized by COO Report 17-0629-COO5) was for term: July 1, 2017 through June 30, 2018.  
The 5<sup>th</sup> renewal (authorized by COO Report 18-0627-COO7, Amended July 17, 2018) was for term: July 1, 2018 through June 30, 2019.  
The 6<sup>th</sup> renewal (authorized by COO Report 19-0611-COO6) was for term: July 1, 2019 through June 30, 2020.  
The 7<sup>th</sup> renewal (authorized by COO Report 20-0901-COO7 Amended) was for term: July 1, 2020 through June 30, 2021.  
The 8<sup>th</sup> renewal (authorized by COO Report 21-0710-COO4) was for a term: July 1, 2021 through June 30, 2022

**TERM:** The term of the 9<sup>th</sup> renewal shall commence on July 1, 2022 through June 30, 2023.

**EARLY TERMINATION:** The Board shall have the right to terminate the agreement upon 30 days prior written notice.

**RENT:** The monthly rent is \$4,220.26 per month for a total of \$50,643.12.

**MAINTENANCE:** Landlord shall be responsible for all maintenance.

**UTILITIES:** Landlord shall be responsible for all utilities.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** Total rent for the term is \$50,643.12.

Charge to: Multiple Pathways  
Budget Classification Fund: 324

**Submitted for Consideration:**

DocuSigned by:  
  
\_\_\_\_\_  
Jason Powell  
Real Estate Property Manager

**Approved:**

DocuSigned by:  
  
\_\_\_\_\_  
Stephen Stults  
Director of Real Estate