

This Lease shall be posted on the CPS Internet website.

LEASE AGREEMENT FOR SPACE AT 837 WEST 119th STREET, CHICAGO, ILLINOIS

THIS LEASE AGREEMENT (“Lease”) is made as of July 1, 2016 (“**Effective Date**”) between **PHALANX FAMILY SERVICES (“Landlord”)** and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (“**Tenant**”).

RECITALS:

- A. Landlord is the owner of certain real estate located at 837 West 119th Street, Chicago, Illinois, which is improved with a building (“**Building**”).
- B. Tenant desires to lease a space consisting of approximately 13,000 square feet in the Building, including use of the parking lot adjacent to the Building (The “**Premises**”).
- C. Landlord desires to so lease the Premises to Tenant.

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.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for a term commencing as of the Effective Date and ending June 30, 2017 (“**Term**”).
2. **TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate this Lease for convenience by providing thirty (30) days prior written notice of such intent to terminate to the Landlord.
3. **USE.** To be used as an administrative office for the Tenant’s SOAR Program for the purpose of processing and servicing students in transition (the “**Use**”).
4. **RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord a total of Fifty-Six Thousand Four Hundred and 00/100 Dollars (\$56,400.00). Rent shall be paid on the first day of each month during the Term in the amount of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00) per month.
5. **LANDLORD COVENANTS.** Throughout the Term, Landlord covenants, and shall undertake the following, at no additional cost to Tenant:
 - A. to provide all utilities and amenities including heat, water, electricity, air conditioning, security, telephone service (wireless internet) necessary for the use and occupancy of the Premises for the purposes for which this Lease is made;
 - B. to provide any maintenance, replacement, or repairs (including, but not limited to, painting) of the Building or the Premises. Landlord agrees to maintain the Building and the Premises in good and tenantable condition and repair during the Term;

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- C. to provide 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. to promptly remove snow and ice from the parking area, sidewalk, steps, walkways, driveways and entrance ways serving the Premises;
- E. to wash the inside and outside windows at the Premises at reasonable intervals during the Term;
- F. to provide janitorial services for the 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;
- 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 and Building. Landlord also agrees that the Tenant has the right to inspect, sample and analyze the materials, systems and structures in the 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 Premises with standards or guidelines established by any of the foregoing; and
- H. if Landlord fails to complete any repair, replacement, or maintenance for which Landlord is obligated herein within ten (10) days after receiving written notice from Tenant of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, commence repairing, replacing, or maintaining such condition within ten (10) days of said notice and continuously and diligently prosecuting its completion), Tenant may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. In the event of an emergency repair or maintenance situation (including, but not limited to, plumbing failure, electrical failure, water or fire damage), Landlord shall have 24 hours to repair or maintain the Premises and make the Premises habitable. All sums expended and all costs and expenses incurred by Tenant in connection with any such repair, replacement, or maintenance shall be paid by Landlord to Tenant and shall bear interest from the date when expended or incurred by Tenant at the rate of the lesser of three percent (3%) per annum or the maximum rate then permitted to be charged by law until repaid by Landlord to Tenant. All such sums, together with interest, unless otherwise paid by Landlord, shall be deducted from Rent that is due to Landlord from Tenant.

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6. **IMPROVEMENTS.** With the prior written approval of the Landlord, which shall not be unreasonably withheld or denied, the Tenant may make capital improvements (“**Improvements**”) to the Premises which are necessary for the Use.
7. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns.
8. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Lease, by lapse of time or otherwise, the Tenant shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, and equipment of all kinds from said Premises. The Tenant shall deliver the Premises, upon termination, in as good a state or condition as the Premises existed on the Effective Date with the Improvements, if any, less reasonable use and wear and damages by fire and accident excepted.
9. **INSURANCE.** Landlord agrees to purchase and keep in full force and effect during the Term, insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois and reasonably satisfactory to Tenant, on the Building, the Premises and on all Improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Building (above foundations) or an amount sufficient to prevent Tenant from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time. The policy shall name Tenant as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Tenant thirty (30) days’ notice. The policy, or a duly executed certificate for the same, (which shall be binding on the insurer and evidence the insurer’s waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Tenant on or before the Effective Date and shall provide that Tenant receive thirty (30) days’ notice prior to cancellation, material change, or non-renewal thereof. If Landlord fails to comply with such requirements, Tenant may obtain such insurance and keep the same in effect. All sums expended and all costs and expenses incurred by Tenant in connection with such insurance shall be paid by Landlord to Tenant and shall bear interest from the date when expended or incurred by Tenant at the rate of the lesser of three percent (3%) per annum or the maximum rate then permitted to be charged by law until repaid by Landlord to Tenant. All such sums, together with interest, not otherwise paid by Landlord, shall be deducted from Rent that is due to Landlord from Tenant.
10. **LANDLORD DEFAULT.** If Landlord is in default under this Lease and such default shall continue for ten (10) days after Tenant has provided Landlord with written notice of such default (unless in the case of a default which cannot be remedied within ten (10) days, where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default within said ten (10) day period), the Tenant may, but shall not be obligated to, cure the default itself and deduct the cost and expense thereof from the Rent due under this Lease; or immediately terminate this Lease by providing Landlord written notice as provided for herein.
11. **TENANT DEFAULT.** If the Tenant is in default under this Lease and such default shall continue for ten (10) days after Landlord has provided Tenant with written notice of such default (unless in the case of a default which cannot be remedied within ten (10) days where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default within said ten (10) day period), the

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Landlord may but shall not be obligated to cure the default or elect to terminate this Lease by providing Tenant written notice as provided for herein.

12. CASUALTY AND CONDEMNATION. If the Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. Rent shall abate as of the date of the casualty or taking, and if there is any award or payment by the condemning governmental entity, Tenant shall be entitled to portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

13. INDEMNIFICATION.

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

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

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

14. SUBLEASE/ASSIGNMENT. Tenant shall have the right to sublease or assign its rights to all or any part of the Premises for purposes not inconsistent with the uses for which Tenant has leased the Premises from Landlord.

17. SECURITY. Landlord agrees to establish and maintain security measures appropriate to reasonably protect the Premises, individuals properly present at the Premises, and the personal property located thereon. Tenant agrees to cooperate with Landlord in maintaining security and in establishing security measures for the Premises comparable to security at Landlord's other places of operation.

17. NOTICES. All notices and other communications given pursuant to this Lease 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:

This Lease shall be posted on the CPS Internet website.

If to Landlord: Phalanx Family Services
837 W. 119th Street
Chicago, Illinois 60643
Attention: Tina Sanders
(PH) 773-291-1086
Email: tsanders@phalanxgrpservices.org

If to Tenant: 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 Street, Suite 950
Chicago, Illinois 60602
Attention: Ronald L. Marmer, 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.

18. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Lease 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.

19. **SUCCESSORS AND ASSIGNS.** This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

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

21. **SEVERABILITY.** If any provision(s) of this Lease is (are) determined to be legally invalid, the parties hereto agree, that particular provision shall be null and void, but that the remainder of this Lease shall remain in full force and effect.

22. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Tenant 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.

23. **INDEBTEDNESS.** Landlord 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.

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24. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Landlord agrees that any expenditures beyond the Tenant's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).
25. **INSPECTOR GENERAL.** Each party to this Agreement 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.
26. **ETHICS.** The Tenant'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.
27. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Lease and all documents submitted to Tenant related to this Lease 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 Lease is subject to reporting requirements under 105 ILCS 5/10-20.44. Landlord further acknowledges that this Lease shall be posted on the Tenant's Internet website at www.cps.edu.
28. **DEBARMENT AND SUSPENSION.** Landlord 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. Landlord acknowledges that in performing its obligations hereunder, Landlord shall not utilize any firms that have been debarred from doing business with Tenant under the Tenant's Debarment Policy, 08-1217-PO1, as amended from time to time.
29. **ENTIRE AGREEMENT.** This Lease 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.
30. **COUNTERPARTS AND FACSIMILES.** This Lease 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 Lease shall be posted on the CPS Internet website.

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

TENANT:

LANDLORD:

BOARD OF EDUCATION
THE CITY OF CHICAGO

PHALANX FAMILY SERVICES

By: _____

By: Robbie Sanders

Its: _____

Name: ROBBIE SANDERS

Title: _____

Title: CEO

Pursuant to Board Rule 7-15

Attest:

COO Report No. 16-0609-C007

Approved as to legal form:

By: Vivette Moore

Ronald L. Marmer, General Counsel

Name: Vivette Moore

Title: Finance Manager

This Lease shall be posted on the CPS Internet website.

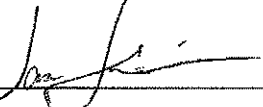
IN WITNESS WHEREOF, the parties have set their hands and seals as the first date written above.

TENANT:

LANDLORD:

**BOARD OF EDUCATION
THE CITY OF CHICAGO**

PHALANX FAMILY SERVICES

By: 
Its: Jason Kierna
Title: Chief Facilities Officer

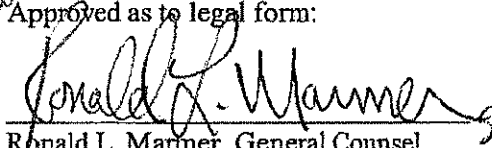
By: _____
Name: _____

Pursuant to Board Rule 7-15

Title: _____

COO Report No. 16-0609-C007

Attest:

aw
Approved as to legal form:
 SRB
Ronald L. Manner, General Counsel

By: _____
Name: _____
Title: _____

This Agreement will be posted on the CPS Internet website.

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

This First Renewal of the Lease Agreement (“**First Renewal Agreement**”) 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 (“**Tenant**”) and Phalanx Family Services (“**Landlord**”).

RECITALS

- A. Landlord is the owner of certain real estate located at 837 West 119th Street, Chicago, Illinois, which is improved with a building (“**Building**”).
- B. As of July 1, 2016, Landlord and Tenant entered into that certain Lease whereby Tenant leased from Landlord the Premises consisting of approximately 4,060 square feet in the Building, including use of the parking lot adjacent to the Building (the “**Original Lease**”).
- C. The Original Lease mistakenly described the Premises as consisting of approximately 13,000 square feet, rather than approximately 4,060 square feet.
- D. Landlord and Tenant desire to renew the Original Lease for an additional one (1) year term on the terms and conditions set forth in this First Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this First Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation. The term “**Lease**” shall mean and shall consist of the Original Lease, as renewed and amended by this First Renewal Agreement.
2. **FIRST RENEWAL TERM.** The Original Lease is hereby renewed for an additional one (1) year term, commencing July 1, 2017 and ending June 30, 2018 (“**First Renewal Term**”).
3. **RENT FOR FIRST RENEWAL TERM.** During the First Renewal Term, Rent shall remain unchanged. The total Rent payable to Landlord shall not exceed Fifty-Six Thousand Four Hundred and 00/100 Dollars (\$56,400.00) payable on the first day of each month in the amount of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00) per month.
4. **INSURANCE.** The following language is added to Paragraph 9 of the Original Lease:

“The above-referenced policy or certificate shall be deposited with Tenant at the following address:

Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
ATTN: Risk Management
Phone: (773) 553-2244
Fax: (773) 553-3326

This Agreement will be posted on the CPS Internet website.

Email: riskmanagement@cps.edu

Landlord must register with the insurance certificate monitoring company designated by Tenant stated below, and must maintain a current insurance certificate on file during the First Renewal Term of this Lease, including any extensions or renewals thereof. Landlord must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to the commencement of the First 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, Landlord 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>.”

5. **ADDITIONAL TERMS.** The following are added as additional terms to the Lease:

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

5.2 **AMENDMENTS.** No modification of or amendment to this Lease shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

5.3 **GOVERNING LAW.** This Lease shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

5.4 **AUTHORITY.** In the event Landlord is an entity other than a sole proprietorship, Landlord represents that it has taken all action necessary for the approval and execution of this Lease, and execution by the person signing on behalf of Landlord is duly authorized by Landlord and has been made with complete and full authority to commit Landlord to all terms and conditions of this Lease which shall constitute valid, binding obligations of Landlord.

6. **COUNTERPARTS AND FACSIMILES.** This First Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

This Agreement will be posted on the CPS Internet website.

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

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website.

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF
THE CITY CHICAGO

PHALANX FAMILY SERVICES

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

By: Tina Sanders
Name: Tina Sanders
Title: CEO

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

COO Report No. 17-0629-COO3

Approved as to legal form: [Signature]
Ronald L. Marmer
Ronald L. Marmer, General Counsel

This Agreement will be posted on the CPS Internet website.

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

This Second Renewal of the Lease Agreement ("Second Renewal Agreement") 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 ("Tenant") and Phalanx Family Services ("Landlord").

RECITALS

- A. Landlord rents 13,000 square feet in the building located at 837 West 119th Street, Chicago, Illinois ("**Building**").
- B. As of July 1, 2016, Landlord and Tenant entered into that certain Lease Agreement whereby Tenant leased from Landlord the Premises consisting of approximately 4,060 square feet in the Building, including use of the parking lot adjacent to the Building (the "**Original Lease**"). The Original Lease was extended pursuant to that certain First Renewal of Lease Agreement dated July 1, 2017 ("**First Renewal Agreement**") for the period commencing on July 1, 2017 and ending on June 30, 2018 (together, the "**Lease**").
- C. In the Lease, the Landlord was improperly identified as the owner of the Building. Instead, Landlord has a leasehold interest in the Building pursuant to that certain Lease Agreement dated December 8, 2015 (the "**Base Lease**") with the property owner, 119th Building Partnership, L.P. ("**Property Owner**"), for the period commencing March 1, 2016 and ending on February 28, 2021.
- D. Landlord and Tenant desire to renew the Lease for an additional one (1) year term on the terms and conditions set forth in this Second Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Second Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation.
2. **SECOND RENEWAL TERM.** The Lease is hereby renewed for an additional one (1) year term, commencing July 1, 2018 and ending June 30, 2019 ("**Second Renewal Term**").
3. **RENT FOR SECOND RENEWAL TERM.** During the Second Renewal Term, Rent shall remain unchanged. The total Rent payable to Landlord shall not exceed Fifty-Six Thousand Four Hundred and 00/100 Dollars (\$56,400.00) payable on the first day of each month in the amount of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00) per month.
4. **TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate this Second Renewal Agreement for convenience by providing thirty (30) days prior written notice of such intent to terminate to the Landlord.
5. **NO KNOWLEDGE OF DEFAULT.** Landlord warrants and represents that Landlord has received no notice, and has no actual knowledge, of any default by Landlord or any breach by Landlord of any of its obligations under the Base Lease.

This Agreement will be posted on the CPS Internet website.

6. **COUNTERPARTS AND FACSIMILES.** This Second Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

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

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF
THE CITY CHICAGO

PHALANX FAMILY SERVICES

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

By: Robbie Sanders
Name: Robbie Sanders
Title: CEO

Attest: Yvette Moore
Name: Yvette Moore
Title: Finance Manager

COO Report No. 18-0627-CO05

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

Consent of Property Owner:

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

119th Building Partnership, L.P.

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

By: [Signature]
Its: President

This Agreement will be posted on the CPS Internet website.

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

This Third Renewal of the Lease Agreement (“**Third Renewal Agreement**”) 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 (“**Tenant**”) and Phalanx Family Services (“**Landlord**”).

RECITALS

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

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Third Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation.
2. **THIRD RENEWAL TERM.** The Lease is hereby renewed for an additional one (1) year term, commencing July 1, 2019 and ending June 30, 2020 (“**Third Renewal Term**”).
3. **RENT FOR THIRD RENEWAL TERM.** During the Third Renewal Term, Rent shall remain unchanged. The total Rent payable to Landlord shall not exceed Fifty-Six Thousand Four Hundred and 00/100 Dollars (\$56,400.00) payable on the first day of each month in the amount of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00) per month.
4. **TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate this Third Renewal Agreement for convenience by providing thirty (30) days prior written notice of such intent to terminate to the Landlord.

This Agreement will be posted on the CPS Internet website.

5. **NO KNOWLEDGE OF DEFAULT.** Landlord warrants and represents that Landlord has received no notice, and has no actual knowledge, of any default by Landlord or any breach by Landlord of any of its obligations under the Base Lease.

6. **COUNTERPARTS AND FACSIMILES.** This Third Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

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

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website.


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

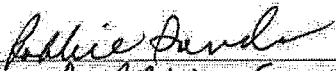
TENANT:


LANDLORD:

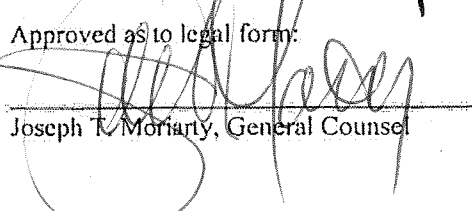
BOARD OF EDUCATION OF
THE CITY CHICAGO

PHALANX FAMILY SERVICES

By: 
Arnaldo Rivera
Chief Operations Officer

By: 
Name: ROBBIE SANDERS
Title: CEO

Attest: 
Name: Yvette Moore
Title: Finance Moore


COO Report No. 19-0515-COO5 *gmm*
Approved as to legal form:

Joseph T. Moriarty, General Counsel

Consent of Property Owner:

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

119th Building Partnership, L.P.

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

By: 
Its: President

This Agreement will be posted on the CPS Internet website.

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

This Fourth Renewal of the Lease Agreement (“**Fourth Renewal Agreement**”) is entered into as of July 1, 2020 (“**Effective Date**”) between the Board of Education of the City of Chicago, a body politic and corporate (“**Tenant**”) and Phalanx Family Services (“**Landlord**”).

RECITALS

- A. Landlord rents 13,000 square feet in the building located at 837 West 119th Street, Chicago, Illinois (“**Building**”).
- B. As of July 1, 2016, Landlord and Tenant entered into that certain Lease Agreement whereby Tenant leased from Landlord the Premises consisting of approximately 4,060 square feet in the Building, including use of the parking lot adjacent to the Building (the “**Original Lease**”).
- C. The Original Lease was extended pursuant to that certain First Renewal of Lease Agreement dated July 1, 2017 (“**First Renewal Agreement**”) for the period commencing on July 1, 2017 and ending on June 30, 2018. As of July 1, 2018, the Original Lease was extended for a period commencing on July 1, 2018 through June 30, 2019 (“**Second Renewal Agreement**”). The Original Lease was subsequently further extended for a period commencing on July 1, 2019 through June 30, 2020 (“**Third Renewal Agreement**”). The Original Lease, as amended and renewed by the First, Second and Third Renewal Agreements, are collectively referred to as the “**Lease**”.
- D. In the Lease, the Landlord was improperly identified as the owner of the Building. Instead, Landlord has a leasehold interest in the Building pursuant to that certain Lease Agreement dated December 8, 2015 (the “**Base Lease**”) with the property owner, 119th Building Partnership, L.P. (“**Property Owner**”), for the period commencing March 1, 2016 and ending on February 28, 2021.
- E. Landlord and Tenant desire to renew the Lease for an additional six (6)-month term on the terms and conditions set forth in this Fourth Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Fourth Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation.
- 2. **FOURTH RENEWAL TERM.** The Lease is hereby renewed for an additional six (6)-month term, commencing July 1, 2020 and ending December 31, 2020 (“**Fourth Renewal Term**”).
- 3. **RENT FOR FOURTH RENEWAL TERM.** During the Fourth Renewal Term, Rent shall be reduced by fifty percent (50%) due to the COVID-19 pandemic. The total Rent to be paid under this Fourth Renewal Agreement for the Fourth Renewal Term shall not exceed Fourteen Thousand One Hundred and 00/100 Dollars (\$14,100.00) payable on the first day of each month in the amount of Two Thousand Three Hundred Fifty and 00/100 Dollars (\$2,350.00) per month.

This Agreement will be posted on the CPS Internet website.

4. **TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate this Fourth Renewal Agreement for convenience by providing thirty (30) days prior written notice of such intent to terminate to the Landlord.
5. **NO KNOWLEDGE OF DEFAULT.** Landlord warrants and represents that Landlord has received no notice, and has no actual knowledge, of any default by Landlord or any breach by Landlord of any of its obligations under the Base Lease.
6. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this 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 are subject to reporting requirements under 105 ILCS 5/34-220. Landlord 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 Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.
8. **OTHER LEASE TERMS.** Except as modified or amended herein, all other terms of the Lease are unchanged and shall remain in full force and effect during the Fourth Renewal Term. In the event of any inconsistency between this Fourth Renewal Agreement and the Lease, the terms of this Fourth Renewal Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website.

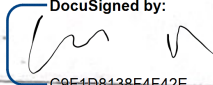
IN WITNESS WHEREOF, the parties hereto have executed this Fourth Renewal Agreement as of the Effective Date.

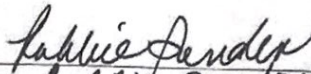
TENANT:


LANDLORD:

BOARD OF EDUCATION OF
THE CITY CHICAGO


PHALANX FAMILY SERVICES

DocuSigned by:

By: _____ October 19, 2020
C9F1D8138F4F42E...
Arnaldo Rivera
Chief Operations Officer

By: 
Name: ROBBIE SANDERS
Title: CEO


Attest: _____
Name: Yvonne Moore
Title: Finance Manager

COO Report No. 20-0828-COO6^{DS}


DocuSigned by:
Approved as to legal form: 
Joseph T. Moriarty
574EC59C33144C5...
Joseph T. Moriarty, General Counsel

Consent of Property Owner:

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

119th Building Partnership, L.P.

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

By: 
Its: President

This Agreement will be posted on the CPS Internet website.

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

This Fifth Renewal of the Lease Agreement ("**Fifth Renewal Agreement**") is entered into as of January 1, 2021 ("**Effective Date**") between the Board of Education of the City of Chicago, a body politic and corporate ("**Tenant**") and Phalanx Family Services ("**Landlord**").

RECITALS

- A. Landlord rents 13,000 square feet in the building located at 837 West 119th Street, Chicago, Illinois ("**Building**").
- B. As of July 1, 2016, Landlord and Tenant entered into that certain Lease Agreement whereby Tenant leased from Landlord the Premises consisting of approximately 4,060 square feet in the Building, including use of the parking lot adjacent to the Building (the "**Original Lease**").
- C. The Original Lease was extended pursuant to that certain First Renewal of Lease Agreement dated July 1, 2017 ("**First Renewal Agreement**") for the period commencing on July 1, 2017 and ending on June 30, 2018. As of July 1, 2018, the Original Lease was extended for a period commencing on July 1, 2018 through June 30, 2019 ("**Second Renewal Agreement**"). The Original Lease was subsequently further extended for a period commencing on July 1, 2019 through June 30, 2020 ("**Third Renewal Agreement**"). The Original Lease was thereafter further extended for a period commencing on July 1, 2020 through December 31, 2020 ("**Fourth Renewal Agreement**"). The Original Lease, as amended and renewed by the First, Second, Third and Fourth Renewal Agreements, are collectively referred to as the "**Lease**".
- D. In the Lease, the Landlord was improperly identified as the owner of the Building. Instead, Landlord has a leasehold interest in the Building pursuant to that certain Lease Agreement dated December 8, 2015 (the "**Base Lease**") with the property owner, 119th Building Partnership, L.P. ("**Property Owner**"), for the period commencing March 1, 2016 and ending on February 28, 2021.
- E. Landlord and Tenant desire to renew the Lease for an additional eighteen (18)-month term on the terms and conditions set forth in this Fifth Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Fifth Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation.
2. **FIFTH RENEWAL TERM.** The Lease is hereby renewed for an additional eighteen (18)-month term, commencing January 1, 2021 and ending June 30, 2022 ("**Fifth Renewal Term**").
3. **RENT FOR FIFTH RENEWAL TERM.** During the Fifth Renewal Term, Rent shall be reduced to the rate of Two Thousand Three Hundred Fifty Dollars (\$2,350) per month for January 1, 2021 through December 31, 2021 due to the COVID-19 pandemic. Rent for the remainder of the Fifth Renewal Term shall be at the monthly rate of Four Thousand Seven Hundred Dollars (\$4,700). The total Rent

This Agreement will be posted on the CPS Internet website.

payable to Landlord under this Fifth Renewal Agreement for the Fifth Renewal Term shall not exceed Fifty Six Thousand Four Hundred Dollars (\$56,400).

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

5. **NO KNOWLEDGE OF DEFAULT.** Landlord warrants and represents that Landlord has received no notice, and has no actual knowledge, of any default by Landlord or any breach by Landlord of any of its obligations under the Base Lease.

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

7. **COUNTERPARTS AND FACSIMILES.** This Fifth Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

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

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website.

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF
THE CITY CHICAGO

PHALANX FAMILY SERVICES

DocuSigned by:
Lindy F. McGuire
By: _____
7042682E5FF4E0
Lindy F. McGuire
Interim Chief Operating Officer

By: *Robbie Sanders*
Name: ROBBIE SANDERS
Title: CEO

Attest: *Yvette Moore*
Name: Yvette Moore
Title: Finance Manager

COO Report No. 21-0710-⁰⁹COO
JMM

Approved by legal form:
Joseph T. Moriarty

571EC89C33144C5...
Joseph T. Moriarty, General Counsel

Consent of Property Owner:

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

119th Building Partnership, L.P.

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

By: _____
Its: President

This Agreement will be posted on the CPS Internet website.

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

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

RECITALS

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

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Sixth Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation.
2. **SIXTH RENEWAL TERM.** The Lease is hereby renewed for an additional twelve (12)-month term, commencing July 1, 2022 and ending June 30, 2023 (“**Sixth Renewal Term**”).
3. **RENT FOR SIXTH RENEWAL TERM.** During the Sixth Renewal Term, Rent shall be at the monthly rate of Four Thousand Seven Hundred Dollars (\$4,700). The total Rent payable to Landlord hereunder for the Sixth Renewal Term shall not exceed Fifty-Six Thousand Four Hundred Dollars (\$56,400).

This Agreement will be posted on the CPS Internet website.

4. **TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate this Sixth Renewal Agreement for convenience by providing thirty (30) days prior written notice of such intent to terminate to the Landlord.
5. **NO KNOWLEDGE OF DEFAULT.** Landlord warrants and represents that Landlord has received no notice, and has no actual knowledge, of any default by Landlord or any breach by Landlord of any of its obligations under the Base Lease.
6. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Sixth Renewal and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and are subject to reporting requirements under 105 ILCS 5/34-220. Landlord further acknowledges that this Sixth Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.
7. **COUNTERPARTS AND FACSIMILES.** This Sixth Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.
8. **OTHER LEASE TERMS.** Except as modified or amended herein, all other terms of the Lease are unchanged and shall remain in full force and effect during the Sixth Renewal Term. In the event of any inconsistency between this Sixth Renewal Agreement and the Lease, the terms of this Sixth Renewal Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website.

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE CITY CHICAGO

PHALANX FAMILY SERVICES

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

By: Tina Sanders
Name: TINA SANDERS
Title: CEO

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

COO Report No. 22-0608-COO14

Approved by to legal form: [Signature]
Joseph T. Moriarty
571EC59C33144C5...
Joseph T. Moriarty, General Counsel

Consent of Property Owner:

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

119th Building Partnership, L.P.

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

By: [Signature]
Its: President

This Agreement will be posted on the CPS Internet website.

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

This Seventh Renewal of the Lease Agreement ("**Seventh Renewal Agreement**") is entered into as of July 1, 2023 ("**Effective Date**") between the Board of Education of the City of Chicago, a body politic and corporate ("**Tenant**") and Phalanx Family Services ("**Landlord**").

RECITALS

- A. Landlord rents 13,000 square feet in the building located at 837 West 119th Street, Chicago, Illinois ("**Building**").
- B. As of July 1, 2016, Landlord and Tenant entered into that certain Lease Agreement whereby Tenant leased from Landlord the Premises consisting of approximately 4,060 square feet in the Building, including use of the parking lot adjacent to the Building (the "**Original Lease**").
- C. The Original Lease was extended pursuant to that certain First Renewal of Lease Agreement dated July 1, 2017 ("**First Renewal Agreement**") for the period commencing on July 1, 2017 and ending on June 30, 2018. As of July 1, 2018, the Original Lease was extended for a period commencing on July 1, 2018 through June 30, 2019 ("**Second Renewal Agreement**"). The Original Lease was subsequently further extended for a period commencing on July 1, 2019 through June 30, 2020 ("**Third Renewal Agreement**"). The Original Lease was thereafter further extended for a period commencing on July 1, 2020 through December 31, 2020 ("**Fourth Renewal Agreement**"). The Original Lease was thereafter further extended for a period commencing on January 1, 2021 through June 30, 2022 ("**Fifth Renewal Agreement**"). The Original Lease was thereafter further extended for a period commencing on January 1, 2022 through June 30, 2023 ("**Sixth Renewal Agreement**"). The Original Lease, as amended and renewed by the First, Second, Third, Fourth, Fifth and Sixth Renewal Agreements, are collectively referred to as the "**Lease**".
- D. In the Lease, the Landlord was improperly identified as the owner of the Building. Instead, Landlord has a leasehold interest in the Building pursuant to that certain Lease Agreement dated December 8, 2015 (the "**Base Lease**") with the property owner, 119th Building Partnership, L.P. ("**Property Owner**").
- E. Landlord and Tenant desire to renew the Lease for an additional twelve (12)-month term on the terms and conditions set forth in this Seventh Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Seventh Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original Lease, unless the context clearly requires a different meaning or connotation.
2. **SEVENTH RENEWAL TERM.** The Lease is hereby renewed for an additional twelve (12)-month term, commencing July 1, 2023 and ending June 30, 2024 ("**Seventh Renewal Term**").
3. **RENT FOR SEVENTH RENEWAL TERM.** During the Seventh Renewal Term, Rent shall be at the monthly rate of Four Thousand Nine Hundred Fifty Dollars (\$4,950.00). The total Rent payable to

This Agreement will be posted on the CPS Internet website.

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

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

5. **BASE LEASE**. Landlord warrants and represents that the Base Lease has been extended and shall be in effect for this Seventh Renewal Term and that Landlord has received no notice, and has no actual knowledge, of any default by Landlord or any breach by Landlord of any of its obligations under the Base Lease.

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

7. **COUNTERPARTS AND FACSIMILES**. This Seventh Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

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

[SIGNATURE PAGE TO FOLLOW]

This Agreement will be posted on the CPS Internet website.

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

TENANT:

LANDLORD:

BOARD OF EDUCATION OF THE CITY CHICAGO

PHALANX FAMILY SERVICES

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

By: Robbie Sanders
Name: ROBBIE SANDERS
Title: CEO

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

COO Report No. 23-0810-COO09

Approved as to legal form:
Ruchi Verma
Ruchi Verma, General Counsel

Consent of Property Owner:

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

119th Building Partnership, L.P.

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

By: [Signature]
Its: President