

**LEASE AGREEMENT  
EPIC ACADEMY CHARTER SCHOOL  
(South Chicago School Building)**

**THIS LEASE AGREEMENT ("Lease")** dated this 1<sup>st</sup> day of July, 2010 (the **"Effective Date"**), is entered into by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (**"Landlord"**) and Epic Academy Inc., an Illinois not for profit corporation (**"Tenant"**).

**RECITALS:**

- A. Landlord controls the property, commonly known as South Chicago School located at 8255 S. Houston Avenue, Chicago, Illinois, including the land any and all improvements and appurtenances constructed thereon (collectively the **"Premises"**).
- B. Landlord desires to lease the Premises to Tenant and Tenant desires to so rent the Premises from Landlord for a charter school campus and related educational and community programs, and for no other purposes.
- C. Landlord and Tenant acknowledge that Tenant has been occupying the Premises as contract school since or about August, 2009.

**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. **CHARTER SCHOOL AGREEMENT.** Landlord and Tenant have entered into a Charter School Agreement pursuant to which Tenant was granted a charter for the purpose of operating a charter school campus (**"Charter School Agreement"**). The Charter School Agreement is, by this reference, incorporated into this Lease and made a part hereof as if stated in its entirety.
- 2. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, upon the terms and conditions hereinafter set forth, for a term commencing on the Effective Date and ending on June 30, 2015 (the **"Term"**). Notwithstanding the foregoing, if the charter under Tenant's Charter School Agreement is terminated or not renewed for any reason, or if the Tenant otherwise ceases to operate the Premises for the Use, this Lease shall terminate on the first to occur of: (i) the date said charter is terminated or not renewed; or (ii) the date Tenant ceases to operate the Premises for the Use in accordance with the terms of this Lease.
- 3. **USE.** Tenant shall be permitted to use the Premises for a charter school and related educational and community programs and for no other purpose (the **"Use"**).
- 4. **DELIVERY OF PREMISES.** Tenant acknowledges that, notwithstanding its current occupancy of the Premises, and except for the work being undertaken by Landlord described on Exhibit C attached hereto and made a part hereof (the **"Work"**), Landlord's delivery to Tenant of possession of the Premises on the Effective Date or at any time proceeding the Effective Date, is in an **"AS-IS"** and **"WHERE-IS"** condition, Landlord making no representations or warranties of any nature whatsoever as to the condition of the Premises. Provided, however, that upon completion of the Work, Landlord will have no knowledge of any violations of any federal, state, municipal or local laws, ordinances, orders, rules or regulations with respect to the Premises. Tenant's taking possession of the Premises pursuant to this Lease shall be deemed to be Tenant's acceptance of the Premises in the order and condition as then exists. Except for the Work, no promise of Landlord to alter, remodel, decorate, clean or improve the Premises, or any portion thereof, and no representation respecting the condition of the Premises or any portion thereof, has been made by Landlord to Tenant.

Notwithstanding the foregoing, the parties acknowledge and agree that Tenant's current occupancy of the Premises can be terminated at Landlord's discretion unless the Lease is executed by both parties on or before the Effective Date. Further, the parties acknowledge and agree that pursuant to the terms of the Charter School

Agreement, if Tenant obtains possession of the Premises prior to the Effective Date, Landlord shall provide notice to Tenant stating Tenant's failure to execute this Lease prior to obtaining such possession. Such notice shall allow Landlord to withhold Tenant's quarterly payments under the Charter School Agreement ("**Quarterly Payments**") until such time as this Lease has been fully executed by both parties.

5. **RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord, as rent for the Premises, the sum of One Dollar (\$1.00) per year ("**Rent**"), plus all other charges as herein set forth ("**Additional Rent**").

6. **OPERATING EXPENSES AND ALLOCATION OF RESPONSIBILITY.** The term "**Operating Expenses**" means all of the expenses, costs and disbursements of every kind or character incurred in the management, operation and maintenance of the Premises, including, but not limited to the following: life safety system inspections and certifications, food services, security, custodial/janitorial, engineer, building operations & maintenance, ground keeping, utilities, and information technology (collectively, "**Operating Services**"). Operating Expenses shall not include "**Capital Expenses**", as hereinafter defined, which shall be the sole responsibility of the Landlord.

Tenant shall, at its sole cost and expense, pay all Operating Expenses based on the type of occupancy Tenant holds under this Lease:

**A. Sole Occupancy.**

(i) In the event Tenant is the sole occupant of the Premises, Tenant shall have the following options: (a) to directly procure all Operating Services from third parties, other than Landlord; or (b) to elect to procure some or all of its Operating Services from the Landlord at Landlord's then current rates and in accordance with Landlord's procedures.

(ii) Once Tenant has selected its Operating Services providers, Tenant shall then be bound by such election until the first to occur of: (a) the date upon which Landlord changes or adds Operating Services; (b) the date upon which Landlord announces a change in the manner in which it calculates Operating Expenses; or (c) the date of renewal, if applicable, of this Lease. Upon the occurrence of any of the foregoing, Tenant shall have the option to choose change its option regarding procurement of its Operating Services.

(iii) A list of Operating Services provided by Landlord, and estimates of the current rates of such Operating Services, shall be provided to Tenant prior to execution of this Lease. If Tenant desires to procure any such Operating Services from Landlord, Tenant shall make such election on the Facility Services Request form provided by Landlord (a copy of which is attached hereto as Exhibit A and, by this reference, made a part hereof).

**B. Shared Occupancy with a Chicago Public School or contract school:** In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with a Chicago Public School or a contract school, Tenant's sole option (while sharing the Premises) shall be to procure all of the Operating Services from Landlord.

**C. Shared Occupancy with an additional charter school.** In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with an additional charter school(s), both or all such schools sharing the Premises must, collectively, select one option (as set forth in section A(i) above) regarding the procurement of Operating Services. Such election shall be made in accordance with section A above.

Notwithstanding anything in Sections 6 B and 6 C above, the parties acknowledge and agree that all of the terms, understandings, policies and practices regarding sharing shall be contained in the Memorandum Of Understanding between the parties, as hereinafter defined. In the event Tenant shall change its election from Landlord provided Operating Services to third party provided Operating Services, Tenant shall, at the request of Landlord, and at

Tenant's sole cost and expense, return to Landlord any and all supplies and equipment provided by Landlord for the purpose of providing the Operating Services.

Tenant agrees that, if it opts to procure any Operating Services from a third party, Tenant shall ensure that all such Operating Services are provided according to the same standards provided by the Landlord in its other schools. Landlord shall provide to Tenant, in writing, Landlord's standards (the "**Standards**"). Landlord shall, at Tenant's sole cost, inspect the Premises up to four (4) times per year; provided, however, in the event Tenant holds the type of tenancy set forth in section C above, the cost of such inspections shall be shared equally by all occupants. Tenant's share of the cost of any such inspections shall be deducted from the Quarterly Payments; provided however, Landlord shall first notify Tenant that certain standards have not been met. Tenant must comply with Landlord's Standards within fifteen (15) days after Landlord has notified the Tenant by written notice of such failure, except in the case of a failure which cannot be remedied within said fifteen (15) days, and where Tenant shall have commenced and is diligently pursuing all necessary action to comply with Standards, Tenant shall have an additional thirty (30) days to comply with such Standards. In the event Tenant is unable or to remedy such failure within the appropriate time frame, Landlord shall have the right to provide such Operating Standards to Tenant and to deduct the Operating Expenses of such Operating Services from the Quarterly Payments. Notwithstanding the foregoing, if a safety Standard which constitutes an emergency or situation that threatens life or health, Tenant must remedy such failure within forty-eight (48) hours of commencement of noncompliance.

If Landlord is responsible for providing any Operating Services for the Premises, the Landlord shall deduct the Operating Expenses for such Operating Services from the Quarterly Payment(s). The Operating Services shall be provided at Landlord's then current rates and in accordance with Landlord's procedures and will be subject to increase as the Landlord's costs increase. If the Landlord provides food services, the Landlord shall have the right, in its sole and exclusive discretion, to provide warming kitchen facilities or full kitchen facilities to the Tenant.

Landlord shall not be liable to Tenant for damages or otherwise if water, gas, electric, or sewer service is interrupted or terminated because of necessary repairs, installations, improvements, or any cause beyond the control of Landlord. Landlord agrees, except in the case of emergencies or a cause that is not within Landlord's control, to give Tenant thirty (30) days advance written notice prior to such interruption or termination.

Landlord shall be responsible for making all necessary capital repairs, capital replacements, and capital improvements to the Premises (herein referred to as "**Capital Expenses**," and all as defined under generally accepted accounting principles consistently applied), unless such expenditure is required because of damage caused by any act, omission or negligence of Tenant or its employees, agents, invitees, licensees or contractors. Landlord shall not be required to commence any such capital work that is not in accordance with the Landlord's approved annual Capital Improvement Plan, other than the Work. The Work shall be performed in a good and workmanlike manner. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Section 15.

7. **DIFFERENT SCHOOL HOURS/CALENDARS.** Notwithstanding anything contained in this Lease to the contrary, the parties agree, if the Tenant's school year or school hours for any year during the Term do not coincide with the Landlord's school year and hours, Landlord shall deduct from the Quarterly Payments any and all additional costs incurred by Landlord for opening, or keeping open, the Premises during any such hours or days that the Premises would be closed based on Landlord's calendar for that school year. Such costs shall include, but not be limited to, Landlord's cost of additional utility expenses, engineers, janitors, and security staff.

8. **PROJECT LABOR AGREEMENT.** The Landlord has entered into a project labor agreement with various trades regarding construction projects awarded by the Landlord, a copy of which is attached hereto as Exhibit B, together with a list of signatory unions, and by this reference, incorporated herein (the "**Project Labor Agreement**"). Tenant acknowledges familiarity with the requirements of the Project Labor Agreement, its applicability to any alteration, remodeling or other construction that may be done on the Premises, and further agrees to comply with the Project Labor Agreement in all respects.

9. **TENANT'S COVENANTS.** Tenant shall be bound by the covenants contained in this Section 9 at all times during the Term and any extension or renewal hereof.

A. **Use and Obligations.** Tenant shall use the Premises only for the Use and to promptly perform all of its obligations set forth herein.

B. **Obtain and Comply with Permits.** Tenant shall apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Tenant of the business herein permitted to be conducted in the Premises and to pay, if and when due, all license and permit fees and charges of a similar nature in connection therewith;

C. **Performance of Work.** Tenant shall perform all work on the Premises in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. All work performed by Tenant within the Premises shall be accomplished in accordance with the Project Labor Agreement and only by qualified contractors and, if the work is in excess of Ten Thousand and 00/100 Dollars (\$10,000.00), pursuant to contracts and plans, all of which shall first be approved by Landlord's Chief Operating Officer or designee. Tenant shall not commence any such work until Landlord's Chief Operating Officer or designee has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have, in full force and effect: (i) adequate worker's compensation insurance as required by the laws of the State of Illinois; and (ii) public liability and builders risk insurance in such amounts and according to terms reasonably satisfactory to Landlord.

D. **Landlord's Access.** Tenant, upon reasonable advance notice to Tenant or Tenant's Principal, shall permit Landlord, or Landlord's agents, employees and mortgagees at reasonable times to enter any portion of the Premises occupied by Tenant for any of the following purposes: (i) inspection of the Premises; (ii) making repairs, additions or alterations to the Premises; and (iii) showing the Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the same. Tenant agrees to provide Landlord with copies of all keys and combinations for all doors, locks vaults and safes on the Premises and the name and phone number of an individual to contact in the event of an emergency. In the event Tenant changes or replaces any locks, vaults or safes on the Premises, or the emergency contact, Tenant shall provide to Landlord, upon such changes or replacement, a copy of the new key or combination for such lock, vault or safe and the name and phone number of the new emergency contact.

E. **Compliance with Laws and Rules.** Tenant shall promptly comply with the following, which are not the responsibility of Landlord under Section 6 above: (i) all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governmental departments, commissions, boards and officers with respect to the Premises; (ii) all orders, rules and regulations of the National Board of Fire Underwriters, Illinois Inspection and Rating Bureau, the local Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises; (iii) all insurance policies and other recommendations of all insurance inspections and insurance carriers, at any time in force, with respect to the Premises or any part thereof; and (iv) all present or future rules and regulations for the use and occupancy of the Premises including Landlord's policies and procedures regarding entrance to the Premises, as Landlord in its reasonable discretion, from time to time promulgates, provided Landlord shall have no liability for any violation by any other tenant or tenants, their agents, employees, customers or invitees of the Premises, of any rules or regulations, nor shall such violation or the waiver thereof excuse Tenant from full and complete compliance therewith. In the event Tenant shares the Premises, at any time during the Term or any extended or renewed term, with a Chicago Public School or a contract School, Tenant shall be required to purchase and maintain all such security equipment required by Landlord pursuant to its policies and procedures for entering the Premises.

F. **Assignment, Subletting and Use by Third Parties.** Tenant shall not, without Landlord's prior written consent which, in each instance, may be withheld at the sole discretion of Landlord: (i) assign.

transfer, hypothecate, mortgage, encumber, or convey this Lease or any interest under it, or subject or permit any lien or charge to exist upon this Lease or any interest under it; (ii) allow any transfer of, or any lien upon, Tenant's interest in this Lease by operation of law or otherwise; (iii) sublet the Premises in whole or in part; (iv) allow the use or occupancy of any portion of the Premises for a use other than the Use or by anyone other than Tenant or Tenant's employees. In order to grant the request for such consent, Landlord may, in its discretion, require the execution of an agreement by any third party seeking to use or occupy the Premises setting forth such terms as may be required by Landlord.

Notwithstanding the foregoing, in the event Tenant desires to license portions of the Premises for short term usage by third parties, and Landlord consents to any such short term license: (a) Tenant agrees to have the Board of Education of the City of Chicago added as an additional insured on the insurance required from licensee prior to licensing the Premises; and (b) one-half (1/2) of all proceeds from said license shall, upon Tenant's receipt thereof, be provided by Tenant to Landlord, and used to offset Operating Expenses.

G. No Liens. Tenant shall not suffer any mechanics', laborers' or material men's liens to be filed against the Premises or any portion thereof or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises, by or at the direction or sufferance of Tenant, or anyone holding the Premises by, through or under the Tenant.

H. Signs. Tenant shall not affix, maintain or locate any signs, advertising placards, names, insignia, trademarks, descriptive material, fixtures, equipment or any other such like item or items on the Premises except such as shall have first been approved by Landlord, in writing.

I. Notice of Accidents. Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises of which Tenant has knowledge.

J. Hazardous Materials. Tenant shall not, except for materials that are customarily used in school science laboratories, use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (hereinafter defined) in, on, under, around or above the Premises now or at any future time and will indemnify, defend and save Landlord harmless from and against any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials in the Premises during the term hereof. The term "Hazardous Materials," when used herein, means without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances or materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251, et seq.); the Rivers and Harbors Act (33 U.S.C. §401 et seq.); and any so-called "Superlien Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect. Tenant's obligations and liabilities under this Section 9 shall survive the termination or expiration of this Lease.

K. Maintenance and Repairs. Tenant shall, except for those items in Section 6 which are the responsibility of Landlord, keep the Premises in good repair and in a broom clean condition, maintaining the Premises at all times in a first class manner in accordance with the same standards provided by Landlord at its other schools and, at Tenant's sole cost and expense, by contractors or mechanics approved by Landlord. When used in this Lease, the term "repairs" shall include all replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be of new first class material and workmanship and at least equal to the original work. Except for those items in Section 6 which are the responsibility of the Landlord, it is understood and agreed that the Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time, all such repairs, alterations, additions and improvements to be made by and at the sole cost and expense of Tenant.

10. QUIET ENJOYMENT. Subject to the rights and obligations of the parties hereto, 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.

11. SURRENDER OF PREMISES UPON TERMINATION. Upon termination of this Lease, by lapse of time or otherwise, the Tenant shall remove any and all of its properties, supplies, and equipment of all kinds from the Premises and shall deliver to the Landlord a) the Premises, in as good a state or condition as when entered upon, less reasonable use and wear thereof, and damages by fire and accident excepted, provided, however, Tenant shall restore any classrooms, offices or other facilities that have been reconfigured, subdivided or painted by Tenant, or pursuant to Tenant's authorization or request, to their original condition and configuration prior to the commencement of this Lease, unless such changes were required by any federal, state, or municipal law or regulation; and b) all keys and combinations for all locks, doors, safes and vaults on the Premises.

12. INSURANCE.

A. Tenant shall maintain, at all times during the Term or any extension or renewal Term, in responsible companies approved by Landlord, which approval will not be unreasonably withheld, general liability insurance, insuring Landlord and its agents and Tenant, as their interests may appear: (i) against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00); (ii) for injury or death of more than one person in any one occurrence in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00); (iii) for damage to property in an amount not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of the Use in the Premises (Landlord shall have the right to direct Tenant to increase said amounts whenever it reasonably considers them inadequate) and (iv) in like amounts, covering Tenant's contractual liability under the indemnity provisions of this Lease. All of said insurance shall be in form, and carried with responsible companies, each satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for the same (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the commencement of this Lease and upon renewals of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

B. Landlord agrees that it either self-insures or holds policies of insurance for liability and property damage in amounts not less than Two Million and 00/100 Dollars (\$2,000,000.00) and shall maintain such insurance throughout the Term.

C. Whenever: (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through or

under them in connection with the Premises; and (ii) such party is then either covered in whole or in part by insurance (or self-insurance) with respect to such loss, cost, damage or expense, or required under this Lease to be so insured (or self-insured), then the party so insured (or so required or self-insured) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or self-insurance (or which could have been recovered, had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided, however, that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

13. **TENANT WAIVER.** To the extent permitted by law and without waiving its defenses and governmental immunities under the Local Government and Government Employees Tort Immunity Act, 745 ILCS Section 10/1 et. seq. (2007) and the Illinois School Code, 105 ILCS 5/34-18.1 (2007), Landlord and its mortgagees and their respective agents, board members, and employees shall not be liable for, and Tenant waives all claims for damage to person or property sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in or upon the Premises or any part thereto, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water or other natural element; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring, gas, water, steam pipes, stairs, railings, elevators, escalators or walks (including, but not limited to, the installation of any of the foregoing); (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the discharge from any automatic sprinkler system; (viii) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; (ix) the escape of steam or hot water; (x) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises or otherwise; (xi) the falling of any fixture, plaster or stucco; (xii) any act, omission or negligence of any other tenant, licensee or invitee or of any other persons or of other occupants of the Premises or of adjoining or contiguous buildings or of owners of adjacent or contiguous property; (xiii) any interruption of utility or heat or air conditioning service; and (xiv) any temporary blockage of direct access of or visibility to, from or of the Premises, unless such claims resulted from Landlord's gross negligence or intentional acts or omissions.

14. **TENANT DEFAULT.** If the Tenant is in default under this Lease and 1) such default shall continue for ten (10) days after Landlord has notified the Tenant by written notice of such default, or 2) in the case of a default which cannot be remedied within ten (10) days, and where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default, and such default shall continue for an additional thirty (30) days after such notice, then Landlord shall have all of its rights and remedies under law and equity including, but not limited to, curing the default or electing to terminate this Lease by providing Tenant written notice as provided for herein.

15. **CASUALTY AND CONDEMNATION.** If the Premises are damaged by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, rendering twenty-five percent (25%) or more of the Premises untenantable, 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. If there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

16. **NON-LIABILITY OF BOARD OFFICIALS.** Tenant agrees that no member, employee, agent, officer or official of the Landlord shall be personally charged by Tenant, its members if a joint venture, or any subcontractors with any liability or expense under the Lease or be held personally liable under this Lease to Tenant, its members if a joint venture, or any subcontractors. Landlord agrees that no member, employee, agent, officer or official of the Tenant shall be personally charged by the Landlord, its members if a joint venture, or any

subcontractors with any liability or expense under the Lease or be held personally liable under this Lease to Landlord, its members if a joint venture, or any subcontractors.

17. **INDEMNIFICATION.** Tenant agrees to indemnify, defend and save Landlord and its mortgagees, agents, board members, officers and employees harmless from and against all liability, injury, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) in respect of any injury to, or death of, any person, and from any damage to, or loss or destruction of any property while on the Premises or any portion thereof occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant. The foregoing covenants are intended to survive the expiration of the Term or earlier termination of this Lease.

18. **SECURITY.** Subject to the Tenant's covenants under Section 9 E, the party responsible for security under Section 6 above agrees to implement and abide by the Landlord's policies and practices on safety and security, including, without limitation, the policy on security for entrance on the Premises.

19. **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; (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid mail. All notices shall be addressed as follows; or (iii) as of the day a delivery if by facsimile, provided such notice and confirmation that the facsimile was received is sent by mail on the date that the facsimile was transmitted.

If to Tenant: Epic Academy Inc.  
8255 South Houston Avenue  
Chicago, Illinois 60617  
Attn: Carrie Stewart, Board Chair  
Fax No: 773-535-7934

If to Landlord: Board of Education of the City of Chicago  
Facilities Operations  
125 South Clark Street, 17<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Chief Operating Officer  
Fax No: \_\_\_\_\_

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: General Counsel  
Fax No: (773) 553-1703

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.

## 20. **MISCELLANEOUS PROVISIONS**

A. **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.

B. **Successors And Assigns.** This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and permitted assigns.

C. **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.

D. Entire Agreement and Amendment. This Lease, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Lease. 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. Any prior agreements or representations, either written or oral, relating to the subject matter of this Lease are of no force or effect.

E. 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.

F. Governing Law and Construction. This Lease shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions.

G. Agency or Independent Contractor. Any service which Landlord is required or elects to furnish under this Lease may be furnished by any agent employed by Landlord or by an independent contractor.

H. Waiver. No waiver of any breach of this Lease shall be held as a waiver of any other or subsequent breach.

I. 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.

J. 105 ILCS 5/34-21.3 Provisions: This Lease is not legally binding on the Landlord 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 of Education members during the one-year period following expiration of other termination of their terms of office.

K. Board of Education Ethics Code. The Board of Education Ethics Code (04-0623-PO4), adopted June 23, 2004, and as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

L. Board of Education Indebtedness Policy. Tenant agrees to comply with the Board of Education Indebtedness Policy (96-0626-PO3), adopted June 26, 1996, as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

M. Relationship of The Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant.

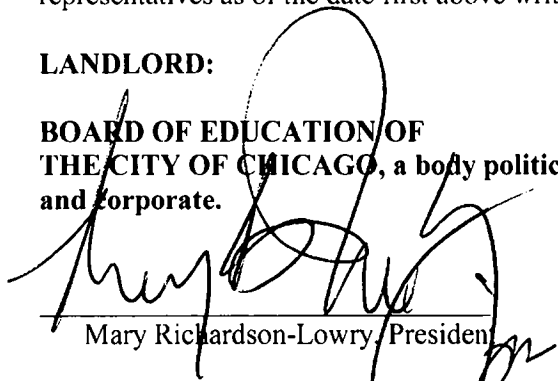
N. Landlord's Title. The Landlord's title or that of the Public Building Commission of Chicago (the "PBC"), or the City of Chicago (the "City"), if either such party holds title to the Premises, is and shall always be paramount to the title of the Tenant, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber the title of the Landlord, the PBC or the City, as the case may be.

SIGNATURE ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date first above written.

**LANDLORD:**

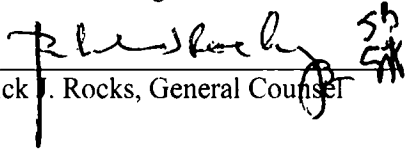
**BOARD OF EDUCATION OF  
THE CITY OF CHICAGO, a body politic  
and corporate.**



Mary Richardson-Lowry, President

Attest: Estela G. Beltran 10/19/10  
Estela G. Beltran, Secretary

Board Report Number: 10-0224-OP2-1  
10-0526-AR2-34  
10-0728-AK1-19  
Approved as to legal form: 10-0922-AR1-14

  
Patrick J. Rocks, General Counsel

**TENANT:**

Epic Academy Inc., an Illinois not-for-profit corporation.

By: Carrie B. Stewart  
Name: Carrie B. Stewart  
Title: Board Chair

Attest:

By: Matthew D. King  
Name: Matthew D. King  
Title: Executive Director

**EXHIBIT "A"**

**FACILITIES SERVICE REQUEST FORM**

[See Attached]


**Charter and Contract School Facility Services Request Form**  
(for the term of FY11 through end of lease)

School Name: EPIC Academy  
 Facility Name: EPIC Academy / South Chicago Bldg.  
 Address: 8255 S. Houston Ave.  
 Unit Number: 63081

Optional Services		Mandatory Services
<b>Operational Services:</b>		
<input checked="" type="radio"/> Y / <input type="radio"/> N	<b>Maintenance Services including:</b> <ul style="list-style-type: none"> <li>• Engineering and Custodial Services</li> <li>• Pest Control</li> <li>• Snow Removal</li> <li>• Landscaping</li> </ul>	<b>Utilities</b> <ul style="list-style-type: none"> <li>• Gas</li> <li>• Water</li> </ul> <b>Trash Removal</b>  <b>Asset Management:</b> <ul style="list-style-type: none"> <li>• Portfolio Manager / Area Facilities Manager</li> </ul>
<b>Security Services:</b>		
<input checked="" type="radio"/> Y / <input type="radio"/> N	<b>Personnel</b>	<b>Alarm Monitoring</b>
<b>Information &amp; Technology Services:</b>		
<input checked="" type="radio"/> Y / <input type="radio"/> N	<b>LAN Services</b>	
<input checked="" type="radio"/> Y / <input type="radio"/> N	<b>WAN Services</b>	
<input checked="" type="radio"/> Y / <input type="radio"/> N	<b>Telephone System</b>	

On behalf of EPIC Academy School, I, Matthew King, acknowledge receipt of the supporting materials which detail the Facility Services requirements for the facility named above, and agree to follow all applicable CPS regulations and standards as they relate to the services selected above.

In FY11, schools will be held harmless for days and hours in operation outside of CPS calendar. Charges for subsequent years are to be determined and announced prior to July 1. I understand that the selections I am making on this form will be binding for the term of my lease in the facility named above and that this completed form is and will become an exhibit to my lease agreement.

Signature:   
 Printed Name: Matthew King  
 Title: Executive Director  
 Contact Person and Phone Number: Matthew King (773) 535-7930

**EXHIBIT "B"**

**PROJECT LABOR AGREEMENT**

[See Attached]

EXHIBIT B

**CHICAGO BOARD OF EDUCATION  
MULTI-PROJECT LABOR AGREEMENT**

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

excess of \$10,000.00; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$10,000.00 or under.
5. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
6. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall expire on June 30, 2015 unless either party gives written notice to the other no earlier than February 1, 2010 and no later than March 1, 2010 to terminate this Agreement effective June 30, 2010. If such notice to terminate is given or, if not, upon expiration on June 30, 2015, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
  - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.



- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement attached hereto, the terms of this Agreement shall supersede and prevail.
- 12. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom can be directed problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.

- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

— 4 —

By: Michael W. Scott  
Its: President

By: [Signature]  
 Its: EST/EM

Estate H. Beltman 6/30/05  
Secretary

  
Patrick J. Rocks, Jr., General Counsel

By: \_\_\_\_\_  
 Its: Financial Secretary, Treasurer, Business Manager

!13369.7

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

*JM 6-23-05*

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (630) 887-4100

By: Terrence J. Hancock  
Its: PRESIDENT TERRENCE J. HANCOCK

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. *JMR 6-23-05*  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: \_\_\_\_\_  
Address: 1820 MACHINERY MOVERS, RIGGERS & MACHINERY ERECTORS LOCAL UNION 136  
1820 BEACH STREET  
City, State, Zip Code: BROADVIEW, IL 60155-2863  
Telephone Number: 708-615-5300  
By: Frank D. Man  
Its: FST/BM

113369.9

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Altman 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

City, State, Zip Code: BURR RIDGE, ILL 60527

Telephone Number: 630 655-8289

By: Jimmy P. Conway  
Its: Business Manager

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estate H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Martin C. Flanagan  
Its: President / Executive Secretary - Treasurer

Dated this 13th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Belcher 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel *AM 6-23-05*

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Roman M. Oliver  
Its: Business Manager



Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EK22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

CHICAGO JOURNEYMEN PLUMBERS'  
Labor Organization: LOCAL UNION 130, U. A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan  
Its: BUSINESSS MANAGER

113369.9

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela B. Balthan 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Monahan  
Its: Business Mgr.

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Rethman 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Int'l. Assn. of Machinists and Aerospace Workers  
Local Lodge 126

Address: 120 E. Ogden Ave, 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul  
Its: Directing Business Representative

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Entela B. Beltran 6/30/05  
Secretary  
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: International Union of Operating Engineers  
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney  
Its: Vice President

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estelle H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Metal Local 21  
Address: 1950 W. 43rd  
City, State, Zip Code: CHGO IL 60609  
Telephone Number: 773 650 1841  
By: [Signature]  
Its: PRES. 05-4

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: PIPEFITTERS L.V. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan.  
Its: BUSINESS MANAGER

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL #ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60609

Telephone Number: 773 247-5225

By: John Adamant  
Its: BUSINESS MANAGER

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eatla H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ceramic Tile, Terrazzo & Granite-Cutters Local No.67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]  
Its: Business Manager



Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Ester H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Painters' District Council #14

Address: 14512 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Tanner P. Fag  
Its: \_\_\_\_\_

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evela H. Keltian 6/30/05  
Secretary

Board Report: 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Metal Workers' Union local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Kargynsk  
Its: \_\_\_\_\_

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eatila H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

6-23-05

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Rick Matt  
Its: Pres.

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estelle B. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, IL.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: William D. [Signature]  
Its: [Signature]

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

*DM 6-23-05*

Labor Organization: IBEW, Local 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald  
Its: Business Manager

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EK22

Patrick J. Rocks, Jr. 6-23-05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: HEAT & FROST INSULATORS-LOCAL 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: Brian Flynn  
Its: \_\_\_\_\_

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltian 6/30/05  
Secretary

Board Report. 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel 6-23-05

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Samuel W. Moore Sr.  
Its: President

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eatla H. Beltran 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ironworkers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 708-366-6695

By: Robert Beckman  
Its: \_\_\_\_\_



**EXHIBIT "C"**

**WORK LETTER**

[See Attached]

**I. PROJECT DESCRIPTION: EPIC ACADEMY PHASE I SOW**

**Re:** South Chicago

**Location:** 8255 S. Houston Ave

**Region:** 5

**A. Project Summary**

The intent of this project is to upgrade the existing Elementary School into a High School. This will be accomplished through the following modifications:

**Civil/Site/Landscape**

- Provide new parkway trees per the Landscape Ordinance
- Provide trash enclosure
- Restripe existing parking lot
- Provide cedar fencing along existing property line

**Signage**

- Provide new exterior ADA entry and directional signage.
- Provide new ADA compliant interior signage.

**Building West Entry**

- Provide ramp, new doors and automatic entry system

**Vertical Access**

- Ramp down to basement floor from interior vestibule at West Entrance

**Interior Doors**

- Replace existing door hardware with ADA compliant door hardware

**Drinking Fountains**

- Provide ADA compliant drinking fountains for each floor

**Student Lockers**

- Provide lockers in existing corridors to meet student capacity

**Toilet Rooms**

- Raise existing fixtures to adult heights
- Provide ADA compliant toilet stalls and fixtures
- Convert existing second floor Men's Teacher Toilet Room to Unisex Accessible Toilet Room

**Kitchen/Lunchroom**

- Renovate the existing warming kitchen
- Provide new lunchroom serving line
- Convert Room B-2 into a new Lunchroom
- Convert Room B-4A into new Dry Storage Room and Kitchen Manager's Office

**I. PROJECT DESCRIPTION: EPIC ACADEMY PHASE II SOW**

**Re:** Epic Academy - South Chicago

**Location:** 8255 S. Houston Ave

**Region:** 5

**A. Project Summary**

The intent of this project is to provide Title II ADA compliance and new science classrooms which will be accomplished through the following modifications:

**Signage**

- Provide new ADA compliant interior signage.

**East Entry**

- Provide ADA compliant entry ramp
- Provide ADA compliant entry doors

**Vertical Access**

- Provide new 4-stop elevator

**Basement**

- Remove existing Classroom floor at B-7 and B-8
- Provide new wall at pump room
- Widen existing door openings in masonry bearing walls

**Administrative Rooms**

- Convert existing Room B7 into 1 conference room and 2 offices
- Convert existing Room B5 into 2 offices

**Science Room**

- Convert 1 existing classrooms into 1 science room

**Computer Labs**

- Convert 2 existing classrooms into 2 computer labs

**Library**

- Convert existing library into a classroom

**Gymnasium**

- Provide new assistive listening system
- Provide new entry doors
- Remove existing equipment
- Replace ceiling tile
- Convert existing Wardrobes into Dry Locker Rooms
- Convert existing Ante Room and portion of back corridor into a Unisex Changing Room and Storage Room

**Lunchrooms**

- Convert Rooms B-1 and B-3 into Lunchrooms

## Work Order System

[Work Order](#) [History](#) [Vendor Trade](#) [Invoice](#)

## Work Order

Unit : 83081 - EPIC Academy

WO Number : 11-5-08274-0

Requisition No. : 6134284

Unit Address : 8255 S Houston Ave.

WO Status : APPROVED

PO No. : 2019570

Principal :

WO Created On : 01-SEP-2010 09:09:58  
AM[Work Order](#)[Budget Close](#)[Task Log](#)

## Work Order Request

Initiator Name : Westley O'Neal

Originator/Requestor : Oneal, Mr. Westley

Initiator Phone : 535-8297

Assigned To :

Initiator Fax : 535-8226

Equipment Type :

WO Type : O&amp;M R5

Maintenance Menu : 2.0 - MECHANICAL SYSTEMS

Category : Service Call/Repair

Vendor Trade : Fire Protection/Suppression

Priority : Priority

Vendor No. : 55591-PROFASTS, INC

Board Report No. : 10-0823-PR4

Vendor Site : 24121 WEST THEODORE ST., UNIT 3A

Need By Date :

Cost Type : Fixed Cost

Estimate Only : N

Request for Env. Services : N

Reason Code : Asset Mgt Request

Amount \$ : 16,250.00

Budget Line : 11880.230.56105.254035.000000.2011

Available Funds \$ : 582,638.10

Task Location : Main Building

Detail Description : Labor and material to install new fire sprinkler system as per Asset Mgt. request. View attachments.

Cancel Reason :

[Attachment](#)[Print](#)[Final Close PO](#)