

BUILDING LEASE

DATED July 1, 2006

BETWEEN

**THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
AS LANDLORD**

AND

**PERSPECTIVES CHARTER SCHOOL
AS TENANT**

FOR PREMISES AT

**8131 S. MAY STREET
CHICAGO, ILLINOIS**

BUILDING LEASE

This Building Lease is entered into as of the first day of July, 2006 between the Board of Education of the City of Chicago, a body politic and corporate (hereinafter referred to as "Landlord"), and Perspectives Charter School, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant");

WITNESSETH:

For good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

ARTICLE I BASIC BUILDING LEASE TERMS

Section 1.1 Definitions. In addition to the other terms, which are elsewhere defined in this Lease, the following terms and phrases, whenever used in this Lease, shall have the meanings set forth in this Subsection, and only such meanings, unless such meanings are expressly contradicted, limited or expanded elsewhere herein.

- A. Calendar Year: A twelve (12) month period during the Lease Term commencing on January 1 and ending on December 31. Any portion of the Lease Term commencing prior to the first full Calendar Year and any portion of any Lease Year not containing twelve (12) consecutive calendar months shall be deemed a "Partial Calendar Year".
- B. Commencement Date: Defined in Section 2.2.
- C. Current Charter: Defined in Section 2.1
- D. Date of this Lease: July 1, 2006.
- E. Initial Lease Period: Defined in Section 2.2
- F. Landlord's Address: 125 South Clark Street, Chicago, Illinois 60603.
- G. Lease Term: Defined in Section 2.2
- H. Fixed Minimum Rent: One Dollar (\$1.00) per annum.
- I. Lease Renewal Period: Defined in Section 2.2
- J. Leased Premises: Defined in Section 2.1.
- K. Proposed Charters: Defined in Section 2.2
- L. Rent: Total Fixed Minimum Rent, Additional Rent, Impositions, Late Charges, if any, and any other sums that have accrued under the terms of this Lease.
- M. Tenant's Mailing Address: 1930 South Archer Avenue
Chicago, Illinois 60616
- N. 3rd Floor Premises: Defined in Section 2.2

- O. Use: operation of a charter school (s)

Section 1.2 Significance of Basic Lease Provisions. Each reference in this Lease to any of the Basic Lease Terms contained in Section 1.1 of this Article shall be deemed and construed to incorporate all of the terms provided under each such Basic Lease Term.

Section 1.3 Enumeration of Exhibits. The Exhibits specified in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit "A"	Legal Description of Land
Exhibit "B"	Memorandum of Understanding and Addendum to Memorandum of Understanding

ARTICLE II LEASED PREMISES AND TERM

Section 2.1 Leased Premises. The Public Building Commission of Chicago ("PBC") is the owner, in trust, for the benefit of the Landlord of the real estate which is legally described on Exhibit "A" (hereinafter referred to as the "Land") and any and all improvements and appurtenances constructed on the Land (hereinafter referred to as the "Building"), the Land and the Building being collectively referred to as the "Leased Premises".

Section 2.2 Lease Term. The parties recognize and agree that Tenant has a valid Charter ("Current Charter") and that the Tenant's Current Charter terminates on June 30, 2007. The parties also recognize and agree that Tenant has been granted authority under its Current Charter to open a school in the Premises in the fall of 2006 and two (2) additional schools in the fall of 2007, which authorization is subject to Tenant having a valid charter issued by the Landlord. Nothing in this Lease Agreement constitutes the approval of Landlord for the extension of the Current Charter. Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, a portion of the Leased Premises consisting of the third (3rd) floor ("3rd Floor Premises") as set forth in the Memorandum of Understanding for the period commencing July 1, 2006 ("Commencement Date") and ending June 30, 2007 (the "Initial Lease Period") for the Current Charter. In addition, on the condition that the Current Charter is renewed, Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord the entire Building for the period commencing on July 1, 2007 and ending June 30, 2012 (the "Lease Renewal Period"); provided, however that if the Tenant's Charter is terminated by Landlord for any reason or if Tenant otherwise ceases to operate, this Lease shall terminate on the date said Charter is so terminated. The Initial Lease Period and the Lease Renewal Period are collectively referred to herein as the "Term" or "Lease Term".

Section 2.3. Reimbursement for Leasehold Improvements. If the Landlord does not renew this Lease for any reason other than: (a) the existence of an uncured Event of Default by Tenant or (b) that Tenant's Charter is not renewed, the Landlord shall reimburse Tenant for the cost of Tenant's unamortized leasehold improvements to the Leased Premises (as shown on Tenant's books and records, which books and records Tenant agrees to make available to Landlord for verification) based on a straight ten (10) year amortization (measured from the date of installation of the affected improvement). Notwithstanding the foregoing, the Landlord shall not reimburse the Tenant for any unamortized leasehold improvements to the Premises which are made after the first three (3) years of the Term. Except for said payment, no other money or other consideration shall be payable by the Landlord to the Tenant for the failure to renew this Lease.

ARTICLE III DELIVERY OF LEASED PREMISES

Section 3.1 Delivery of the Leased Premises. Landlord shall deliver to Tenant possession of the Leased Premises on the Commencement Date in an "AS-IS" and "WHERE-IS" condition, Landlord making no representations or warranties of any nature whatsoever as to the condition of the Leased Premises.. Tenant's taking possession of the Leased Premises shall be deemed to be Tenant's acceptance of the Leased Premises in the order and condition as then exists.

ARTICLE IV METHOD OF RENT PAYMENT

Section 4.1 The Rent, Fixed Minimum. Tenant agrees to pay Rent to Landlord at the address set forth in Article I hereof, or to such other person as Landlord may direct, without set-off or demand, or to Landlord's Manager or at such place as Landlord may direct by notice in writing to Tenant, from time to time, the following:

- (a) Total Fixed Minimum Rent.
- (b) All other charges as are herein set forth including, but not limited to, Additional Rent, as herein described.

ARTICLE V IMPOSITIONS

Section 5.1. Impositions. Tenant further agrees to pay before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, as Additional Rent for the Leased Premises, all "Taxes" (as hereinafter defined) levied, assessed or imposed upon the Leased Premises or any part thereof accruing during the Term of this Lease, notwithstanding that such taxes may not be due and payable until after the expiration of the Term of this Lease; provided, however, that the Taxes levied against the Leased Premises shall be prorated between Landlord and Tenant for the first year of the Lease Term hereof as of the Commencement Date and as of the date of expiration of the Term of this Lease for the last year of said Term, all on the basis of the most recent ascertainable taxes as applied to the most recent assessed valuation of the Leased Premises. Tenant shall be responsible for all increases in Taxes. After the expiration of the Term hereof, including any extensions thereof, Tenant hereby agrees to reproporate Taxes. In the event of any increase in Taxes from the Taxes reflected on the proration made upon the expiration of the Term of this Lease, Tenant agrees to immediately pay to Landlord such sums as reflected by such reproporation. Benefit may be taken by Tenant of the provisions of any statute or ordinance permitting any special assessment to be paid over a period of years; provided, however, Tenant shall pay all installments of special assessments due during the Term hereof. Tenant shall, in addition to the foregoing, pay any new Tax of a nature not presently in effect but which may hereafter be levied, assessed or imposed upon Landlord or upon the Leased Premises, if such Tax shall be based upon or arise out of the ownership, use or operation of the Leased Premises; provided, however, that for the purpose of computing Tenant's liability for such new type of Tax, the Leased Premises shall be deemed the only property of Landlord. As used herein, the term "Taxes" shall mean real estate taxes, assessments, sewer rents, rates and charges, permit and license fees, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary, which may now or hereafter be assessed against the Leased Premises or any portion thereof in any year during the Term hereof, and shall also include any personal property taxes (attributable to the year in which paid) imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the operation of the Leased Premises.

Nothing contained herein shall be construed to require Tenant to pay any franchise, inheritance, estate, succession or transfer tax of Landlord or any income or excess profits tax assessed upon or in respect of all income of Landlord or chargeable to or required to be paid by Landlord unless such tax shall be specifically levied against the rental income of Landlord derived hereunder (as opposed to a general income tax), which tax shall be paid by Tenant as part of Taxes hereunder provided said rental income shall be considered as the sole income of Landlord.

Landlord represents to Tenant that as of the date hereof it does not have actual knowledge of any special assessments affecting the Leased Premises.

ARTICLE VI
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 Leased Premises (except for the "Capital Expenses" set forth below which shall be the sole responsibility of the Landlord) including, but not limited to the following:

- A. Life Safety System Inspections and Certifications
- B. Resolving Citations
- C. Food Service*
- D. American's with Disability Act ("ADA") Compliance
- E. Security
- F. Custodial/Janitorial
- G. Engineer
- H. Building O & M (Operations & Maintenance)
- I. Grounds Keeping
- J. Environmental Issues and Code Violations
- K. Utilities
- L. Information Technology -- the Landlord shall only be responsible for existing infrastructure.

* 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.

INITIAL LEASE PERIOD AND FIRST YEAR OF LEASE RENEWAL PERIOD

The Landlord shall be responsible for and shall pay Operating Expenses in the following instances (marked with a checkmark) -- referred to herein as the "Automatic Deduction Category":

- ☒ Tenant is in a shared facility with a Performance School or a traditional Chicago Public School -- for Initial Lease Period.
- ☐ Tenant is in a shared facility with another Charter School and the other Charter School has elected to have the Landlord be responsible for Operating Expenses.
- ☒ Tenant occupies the entire Facility and elects for the Landlord to be responsible for Operating Expenses -- for first year of Lease Renewal Period.

The Tenant shall be responsible for and shall pay Operating Expenses in the following instances (marked with a checkmark) -- referred to as the "Optional Deduction Category":

- ☐ Tenant is in a shared facility with another Charter School and the other Charter School has not elected to have the

Landlord be responsible for Operating Expenses.

- ☐ Tenant occupies the entire Facility and elects to be responsible for Operating Expenses

SECOND THROUGH LAST YEAR OF LEASE RENEWAL PERIOD

On or before July 1, 2008, the Tenant shall have the option to elect ("Tenant's Annual Election") to either (a) continue to have the Landlord be responsible for the Operating Expenses (i.e. be in the Automatic Deduction Category) or (b) for the Tenant to be responsible for Operating Expense (i.e. be in the Optional Deduction Category) by giving written notice to Landlord of its election. If no written election is received by Landlord on or before July 1, 2008, the Tenant shall be deemed to have elected to be in the Automatic Deduction Category.

The Landlord shall be responsible for and shall pay Operating Expenses in the following instances (deemed to be marked with a checkmark depending on Tenant's Annual Election) – referred to herein as the "Automatic Deduction Category":

- ☐ Tenant is in a shared facility with a Performance School or a traditional Chicago Public School.
- ☐ Tenant is in a shared facility with another Charter School and the other Charter School has elected to have the Landlord be responsible for Operating Expenses.
- ☐ Tenant occupies the entire Facility and has the option for the Landlord to be responsible for Operating Expenses, if Tenant elects the Automatic Deduction. The election may be made on an annual basis during the entire term of the Lease.

The Tenant shall be responsible for and shall pay Operating Expenses in the following instances (deemed to be marked with a checkmark depending on Tenant's Annual Election) – referred to as the "Optional Deduction Category":

- ☐ Tenant is in a shared facility with another Charter School and the other Charter School has not elected to have the Landlord be responsible for Operating Expenses.
- ☐ Tenant occupies the entire Facility and elects to be responsible for Operating Expenses, such election can be made on an annual basis during the entire term of the Lease.

If the Landlord is responsible for Operating Expenses, the Landlord shall deduct from the "per pupil allocation" made by the Landlord to the Tenant the cost of providing such Operating Expenses (the "Facilities Deduction"). For the 2006-2007 School Year, the Facilities Deduction shall be \$775.00 per elementary student and \$1,025.00 per high school student and will be subject to increase as the Landlord's costs increase. The Facilities Deduction will be taken from the Tenant's first and fourth quarterly per pupil allocation payments.

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 to make all necessary capital repairs, capital replacements, and capital improvements to the Leased Premises and School (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 expenditure which is not in accordance with the Landlord's approved annual Capital Improvement Plan. 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 9. By raising its own capital funds, it is understood and agreed that Tenant shall have the right to

make capital repairs, capital replacements, and capital improvements to the Leased Premises and the School as set forth in Section 8.1 H below.

The Tenant agrees that, for all items for which a checkmark has been placed in the Optional Deduction Category, that Tenant shall provide such items according to the same standards provided by the Landlord in its other schools, which standards shall be supplied to Tenant, in writing, by Landlord. If such standards are not, in the sole judgment of Landlord, met by the Tenant, the Landlord shall have the right to declare such failure to be a Tenant Default under Section 10 or to deduct the cost of bringing such items up to such standards from the per pupil allotment given to Tenant by Landlord.

ARTICLE VII LANDLORD'S ADDITIONAL COVENANTS

Section 7.1 Quiet Enjoyment. Landlord covenants and agrees that, so long as Tenant promptly pays the Fixed Minimum Rent, the Additional Rent and all other sums due hereunder and keeps, performs and observes all the other terms, covenants, provisions, agreements and conditions herein contained on the part of Tenant to be performed, kept and observed, all of which obligations of Tenant are independent of Landlord's obligations hereunder, Tenant's peaceful and quiet possession of the Leased Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

ARTICLE VIII TENANT'S ADDITIONAL COVENANTS

Section 8.1 Affirmative Covenants. Tenant covenants, at its sole cost and expense, at all times during the Lease Term and such further time as Tenant occupies the Leased Premises or any part thereof:

A. Lease Obligations. To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Rent and all other charges, rates and other sums which by the terms of this Lease are to be paid by Tenant, without any set-offs or counterclaims whatsoever.

B. Use. To use the Leased Premises only for the Use and to operate its business in the Leased Premises under Tenant's Trade Name, if any.

C. Sprinklers. If a "sprinkler system" is installed in the Leased Premises or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of Tenant, Tenant's agents, servants, employees, licensees or visitors, Tenant shall forthwith restore the same to good working condition at its sole cost and expense; and if the Board of Fire Underwriters or Fire Insurance Exchange or any bureau, department or official of the state or city government, requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of Tenant's business or the location of partitions, trade fixtures, or other contents of the Leased Premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any fire insurance company, Tenant shall, at Tenant's sole cost and expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment.

D. Licenses and Permits. To 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 Leased Premises and to pay, if, as and when due, all license and permit fees and charges of a similar nature in connection therewith.

E. Refuse. To keep all drains inside the Leased Premises clean; to conform to all rules and regulations of any applicable governmental authority and which Landlord may make in the

management and use of the Leased Premises requiring such conformance by Tenant's employees; and to store all trash and garbage in adequate containers within the Leased Premises, which Tenant shall maintain in a neat and clean condition so as not to be visible to members of the public and so as not to create any health or fire hazard. Tenant shall not burn any trash or garbage at any time in or about the Leased Premises and Tenant shall, at Tenant's sole cost and expense, attend to the daily disposal thereof in the manner designated by Landlord. If Landlord shall provide any services or facilities for such pickup, the Tenant shall be obligated to use the same and shall pay the actual cost thereof within ten (10) days after being billed therefor.

F. Maintenance of Leased Premises. If Tenant is in the Optional Deduction Category, to keep the entire Leased Premises in good repair, maintaining the Leased Premises at all times in a first class manner, including, but not limited to, the fire protection system, pipes, plumbing, conduit, all glass,, electric wiring, air conditioning and heating equipment, boilers, motors, engines, tanks, machinery, equipment, fixtures, appliances, furniture, floor coverings, walls, wall coverings, ceilings, decor, partitions, doors, entrance-ways, bathrooms, and appurtenances belonging thereto installed for the use or used in connection with the Leased Premises and, at Tenant's sole cost and expense, by contractors or mechanics approved by Landlord (which approval shall not be unreasonably withheld or delayed), to make as and when needed all repairs in or about the Leased Premises and in and to all such equipment, fixtures, appliances and appurtenances necessary to keep the same in good order and condition.

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.

As used in this Article and Article VIII, the expression "exterior walls" shall not be deemed to include interior walls, drywall, partitions, studs, framing, plate glass, window cases, or window frames, doors or door frames. 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 Leased Premises or the mechanical equipment at any time except as in this Lease expressly otherwise provided, all such repairs, alterations, additions and improvements to be made by and at the sole cost and expense of Tenant.

G. Extermination. If Tenant is in the Optional Deduction Category, to cause the infestation of vermin in the Leased Premises to be exterminated from time to time to the satisfaction of Landlord and to employ such exterminators and such exterminating company or companies as shall be reasonably approved by Landlord.

H. Repairs, Alterations and Additions. If Tenant is in the Optional Deduction Category, at Tenant's sole cost and expense, to make any and all repairs, alterations, additions or replacements to the Leased Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers; to keep the Leased Premises equipped with all safety appliances so required because of the Use; to procure any licenses and permits required for any Use; and to comply with the orders and regulations of all governmental authorities. Tenant shall pay promptly when due the entire cost of any work in the Leased Premises undertaken by Tenant in order that the Leased Premises shall at all times be free of liens for labor and materials and shall procure all necessary permits before undertaking such work. Whether or not Tenant is in the Optional Deduction Category, all work performed by Tenant in the Leased Premises shall be (i) performed in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements and (ii) shall be accomplished only by contractors and pursuant to contracts and plans, all of which shall first be approved by Landlord, which approval shall not be unreasonably withheld.

Tenant desires to make significant improvements to the Leased Premises ("Initial Construction") Tenant's Initial Construction shall be subject to the following terms and conditions:

- i) Tenant is hereby granted the right to utilize contractors of Tenant's own choice (hereinafter referred to as "Tenant's Contractor") for the Initial Construction in compliance with all applicable governmental laws, rules, statutes, ordinances and regulations, subject to Landlord's reasonable approval as to the qualifications of any such contractor. Prior to commencing any work, Tenant shall submit its Construction Budget; all tenant plans ("Tenant Plans") and written contracts for such work; together with financial information regarding Tenant's Contractor, to Landlord for approval. Landlord's approval of the foregoing shall not be unreasonably withheld or delayed and such approval shall be deemed to have been given if Landlord does not deny its approval of any or all of the foregoing within sixty (60) days after the same are delivered to the Landlord by the Tenant. All installations, alterations and additions shall be in accordance with the Tenant's Plans and shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used. Tenant shall permit the Chicago Public School's Department of Operations ("Landlord's Supervisor"), at Landlord's sole cost and expense, to observe all construction operations performed by Tenant's Contractor. The Tenant shall be required, at its sole cost and expense, to provide for its own supervision of the Tenant's Contractor. No silence or statement by the Landlord's Supervisor shall be deemed or construed as an assumption by said Landlord's Supervisor or the Landlord of any responsibility for or in relation to the construction of Tenant's Work or any guarantee that the Tenant's Work complies with laws, complies with Tenant's Plans, or is suitable or acceptable to the Tenant for Tenant's intended business purposes. Tenant shall, prior to commencement of any installations, alterations or additions and the Initial Construction, furnish to Landlord, contractor's affidavits identifying all labor and material to be expended and used in Tenant's Work.
- ii) The cost of all work necessary for the Initial Construction (including, but not limited to, all labor, material, and Permits) and to pay architectural fees, permit fees, and engineering fees shall be the responsibility of the Tenant.
- iii) Tenant, at its sole cost and expense, shall file all necessary plans with the appropriate governmental authorities having jurisdiction over the Initial Construction. Tenant shall be responsible for obtaining all Permits necessary to perform and complete the Initial Construction. Tenant shall not commence the Initial Construction until the required Permits for such work are obtained and delivered to Landlord. Landlord agrees to reasonably cooperate with Tenant in connection with Tenant's procurement of the necessary Permits required to complete Tenant's Work.
- iv) At all times, the Landlord and Landlord's Supervisor shall have access to the Initial Construction wherever it is in preparation or progress for the purpose of observing and reviewing the same; provided, however, Landlord shall not unreasonably interfere with the performance of the Initial Construction in connection with any such observations or review.
- v) Tenant shall, at all times, keep the Land, Building, and adjacent areas free from accumulations of waste materials or rubbish caused by its suppliers, contractors or workmen. Landlord may require daily clean-up and reserves the right to do clean-up at the expense of Tenant if Tenant fails to comply with Landlord's reasonable cleanup requirements. At the completion of the Initial Construction, Tenant's Contractor shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the Land and the Building. After written notice from Landlord, any damage caused by Tenant's Contractor to any property of Landlord shall be repaired forthwith to its condition prior to such damage by Tenant at Tenant's sole cost and expense.

- vi) Tenant and Tenant's Contractor shall assume responsibility for the prevention of accidents to its agents and employees and shall take all reasonable safety precautions with respect to the work to be performed and shall comply with all reasonable safety measures initiated by the Landlord and with all applicable laws, ordinances, rules, regulations and orders applicable to the Initial Construction, including those of any public authority for the safety of persons or property. Tenant shall advise Tenant's Contractor to report to the Landlord any injury to any of its agents or employees and shall furnish Landlord a copy of the accident report filed with its insurance carrier within three (3) days of its occurrence.
- vii) Tenant expressly agrees that none of its agents, contractors, workmen, mechanics, and suppliers shall enter the Leased Premises unless and until each of them shall furnish Landlord with satisfactory evidence of insurance coverage, financial responsibility and appropriate written releases of mechanics' lien claims (if available) and Tenant agrees that, subject to Tenant's right to contest set forth herein, no liens shall attach to the Leased Premises as a result thereof.
- viii) Landlord may, but shall be under no obligation to, observe the construction of the Initial Construction at any time, provided that no liability shall be imposed or asserted against Landlord by reason of such observation. Tenant and its contractors shall permit Landlord and its agents reasonable access to all aspects of construction of the Initial Construction and Landlord agrees not to interfere with the Tenant's Work as a result of the rights granted under this subsection 8.1 (H) (viii).
- ix) Prior to the commencement of the Initial Construction, Tenant shall provide Landlord with evidence, fully prepaid, of workers compensation, builders risk, and general liability insurance naming Landlord as an additional insured thereunder in amounts and written by companies reasonably satisfactory to Landlord.
- x) To the extent permitted by law, except for the gross negligence or willful misconduct of Landlord, Tenant shall indemnify and hold harmless the Landlord, its employees, agents, board members, invitees, licensees, or others, from and against all claims, damages, liabilities, losses and expenses of whatever nature (including but not limited to court costs and reasonable attorneys' fees), bodily injury to persons or damage to property of the Landlord, its employees, agents, board members, invitees, licensees, or others, arising out of or resulting from the violation by Tenant of any of the terms and provisions of this Section 8 (H) and/or the performance of the Initial Construction by the Tenant or Tenant's Contractor.

Tenant shall promptly commence and complete the Initial Construction. Upon the completion of the Initial Construction, Tenant shall deliver to Landlord a complete set of the "as built" plans and specifications of the Initial Construction, the current certificate of the architect who prepared said plans and specifications stating that the Initial Construction has been constructed in accordance with the final plans and specifications approved by the Landlord and that it complies with the building and zoning laws of the City of Chicago, Illinois, in force at the time Permits are issued.

Tenant does hereby indemnify, defend and agree to save and hold Landlord and its mortgagees, agents, board members, officers, directors, beneficiaries, shareholders, partners, agents and employees and their respective successors and assigns harmless from and against all liability, injury, loss, claims, cost, damage and expense (including reasonable attorneys' fees and costs) with respect of any injury to, or death of, any person, or damage to, or loss or destruction of, any property occasioned by or growing out of any such work. Landlord shall have no liability whatsoever for loss or damage to any such work performed by Tenant or to fixtures, equipment or other property of Tenant or Tenant's contractors. Tenant shall not commence any such work until Landlord has been provided with insurance certificates evidencing that the contractors and subcontractors performing such

work have in full force and effect adequate workmen's compensation insurance as required by the laws of the State of Illinois, public liability and builders risk insurance in such amounts and according to terms reasonably satisfactory to Landlord. The interest of the Landlord in and to the Leased Premises shall not be subject to liens for improvements made in or to the Leased Premises by Tenant or by Tenant's employees, contractors or agents.

I. Indemnity Insurance. To indemnify, defend and save Landlord and its mortgagees, agents, board members, officers, directors, beneficiaries, shareholders, partners, agents and employees and their respective successors and assigns harmless from and against all liability, injury, loss, cost, damage and expense (including reasonable attorneys' fees and costs) 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 Leased Premises or any part 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 expirations of the Lease Term or earlier termination of this Lease. To maintain, at all times during the Lease Term, in responsible companies approved by Landlord, which approval will not be unreasonably withheld, public liability insurance, insuring Landlord and its mortgagees, agents, board members, officers and employees and Tenant, as their interests may appear, against all claims, demands or actions for injury to or death of any one person in an amount of not less than \$2,000,000.00 and for injury or death of more than one person in any one occurrence in an amount of not less than \$2,000,000.00 and for damage to property in an amount not less than \$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 Tenant's business in the Leased Premises (Landlord shall have the right to direct Tenant to increase said amounts whenever it reasonably considers them inadequate) and, in addition, and in like amounts, covering Tenant's contractual liability under the aforesaid hold harmless provision; to carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Leased Premises; to maintain plate glass insurance covering all plate glass in the Leased Premises; and to carry fire insurance with extended coverage endorsements including, but not limited to, vandalism and malicious mischief and sprinkler leakage endorsements, covering all of Tenant's trade and lighting fixtures, furniture, furnishings, floor and wall coverings, ceiling and equipment or any other personal property of Tenant in the Leased Premises on a full replacement cost basis (no deduction for depreciation). 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 and its mortgagees. 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 Date 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. Each such payment shall constitute Additional Rent payable by Tenant under this Lease, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep the insurance in force, as aforesaid, to the amount of insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord, in addition to any and all other rights and remedies provided Landlord under the terms of this Lease, shall also be entitled to recover as damages for such breach the uninsured amounts of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease.

J. Waiver. Landlord and its mortgagees and their respective agents, board members, and employees shall not be liable for, and to the extent permissible by law, 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 Leased Premises, or any part thereof, 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 Leased 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, 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 Leased Premises or otherwise; (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 Leased 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 Leased 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 Leased Premises other than claims for damage resulting from the neglect, acts or omissions of Landlord which are covered by insurance.

K. Entry. To permit Landlord and its mortgagees or agents, at reasonable times, to enter the Leased Premises for the purpose of inspecting the same, of making repairs, additions or alterations thereto, and of showing the Leased Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the same. Landlord shall have the right to place "For Rent" signs upon the Leased Premises six (6) months prior to the expiration of the Lease Term. Tenant agrees that any such entry, inspection and repairs, additions or alterations, shall not constitute eviction of Tenant in whole or in part and Rent shall not abate.

L. Removal. At the expiration or termination of this Lease, due to the lapse of time or otherwise: (a) to remove as Landlord may request: (i) all of Tenant's goods and effects which are not permanently affixed to the Leased Premises; (ii) Tenant's signs; (iii) all carpet; and (iv) all of the alterations and additions made by Tenant; (b) to repair any damage caused by such removals; (c) to deliver all keys for and all combinations on all locks, safes and vaults in the Leased Premises to Landlord; and (d) to peaceably yield up the Leased Premises and all alterations, additions, floor covering and carpeting thereto (except such as Landlord has requested Tenant to remove) and all decorations, fixtures, furnishings, partitions, heating, ventilating and cooling equipment and other equipment, which are permanently affixed to the Leased Premises, which (if not then the property of Landlord) shall thereupon become the property of Landlord without any payment to Tenant, in clean and good order, repair and condition, damage by fire or other casualty and reasonable wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such expiration or termination shall, at Landlord's option, become the property of Landlord without payment to Tenant. Tenant waives all rights to notice and all common law and statutory claims and causes of action against Landlord subsequent to such five (5) day period. The foregoing covenants shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

M. Subordination. That Landlord reserves the right to subordinate this Lease, at all times, to the lien of any mortgage, mortgages, trust deed or trust deeds now or hereafter placed upon its interest in the Leased Premises or on all or any part of its interest in the Leased Premises, and Tenant covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage, mortgages, trust deed or trust deeds as shall be desired by Landlord, or any mortgagees or proposed mortgagees or trustees under trust deeds. If the mortgagee or trustee named in any first mortgage or trust deed hereafter placed upon Landlord's interest in the Leased Premises or any part thereof, or upon any portion or all of the Leased Premises and other property shall elect by written notice to Tenant to subject and subordinate the rights and interests of the Tenant under this Lease (in whole or in part) to the lien of its mortgage or trust deed, the rights and interests of Tenant under this Lease shall be so subject and subordinate, provided that the mortgagee or trustee shall agree in said notice to recognize this Lease of Tenant in the event of, but only upon, foreclosure if Tenant is not in default. In the alternative, any mortgagee or trustee may elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. The

election of such mortgagee or trustee shall be binding upon Tenant whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligation of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and, if Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do. At Tenant's request, Landlord shall use its best efforts to provide Tenant with an agreement of any existing mortgagee that such mortgagee shall not disturb Tenant's possession of the Leased Premises so long as Tenant is not in default hereunder.

N. Financial Statements. To promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition, whenever requested by Landlord.

O. Notice of Casualty. To give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Leased Premises of which Tenant has knowledge.

P. Enforcement Expenses. To pay on demand Landlord's expenses, including reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly in enforcing any obligation of Tenant under this Lease, in connection with appearing, defending or otherwise participating in any action or proceeding arising from the filing, imposition, contesting, discharging or satisfaction of any lien or claim for lien, in defending or otherwise participating in any legal proceedings initiated by or on behalf of Tenant wherein Landlord is not adjudicated to be in default under this Lease, or in connection with any investigation or review of any conditions or documents if Tenant requests Landlord's approval or consent to any action of Tenant which may be desired by Tenant or required hereunder.

Q. Compliance with Rules and Regulations. If Tenant is in the Optional Deduction Category, to promptly comply with: (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; (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 Leased Premises; (iii) all insurance policies and the recommendations of all insurance inspections and insurance carriers with respect thereto at any time in force with respect to the Leased Premises or any part thereof; and (iv) all present or future rules and regulations for the use and occupancy of the Leased Premises as Landlord, in its reasonable discretion, from time to time promulgates, provided Landlord shall have no liability for violation by any other tenant or tenants, their agents, employees, customers or invitees of the Leased Premises, of any rules or regulations, nor shall such violation or the waiver thereof excuse Tenant from full and complete compliance therewith, all as any of the foregoing may now be or hereafter become applicable to the Leased Premises and to all or any parts thereof and any and all facilities used in connection therewith or, as applicable, to the use or manner of use of the Leased Premises, or to the owners, tenants or occupants thereof, whether or not any such law, ordinance, order, rule, regulation or requirement shall interfere with the use and enjoyment of the Leased Premises.

R. Labor Relations. To conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Leased Premises.

S. Payment for Violations. To pay all costs, expenses, claims, fines, penalties

and damages that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the provisions of this Article VIII, and in any event Tenant agrees to indemnify and hold harmless the Landlord and its mortgagees, agents, board members, officers, directors, beneficiaries, shareholders, partners, agents and employees and their respective successors and assigns from and against all liability, damages, costs and expenses including reasonable attorneys' fees and court costs arising therefrom. Tenant shall promptly give written notice to Landlord of any notice of violation received by Tenant.

Section 8.2 Negative Covenants. At all times during the Lease Term and such further time as Tenant occupies the Leased Premises or any part thereof, Tenant covenants:

A. Prohibited Operations. Not to install any radio, telephone, phonograph or other similar devices, or aerial attached thereto (inside or outside the Leased Premises) without first obtaining, in each instance, the Landlord's written consent, and if such consent be given, no such device shall be used in a manner so as to be heard or seen outside of the Leased Premises.

B. Prohibited Actions. Not to injure, overload, deface or otherwise harm the Leased Premises; nor commit any nuisance; nor unreasonably annoy owners or occupants of neighboring property; nor use the Leased Premises for any extra-hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance of the kind generally in use in the State of Illinois at any time carried on any improvement within the Leased Premises or in any manner which will increase the cost of any of Landlord's insurance; nor burn any trash or refuse within the Leased Premises; nor sell, imbibe, display, distribute or give away any alcoholic liquors or beverages; nor sell, distribute or give away any product which tends to create a nuisance in the Leased Premises; nor make any use of the Leased Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority; nor use any advertising medium such as hand bills, flashing lights, searchlights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside the Leased Premises; nor install or use any sign or other advertising device other than an identity sign approved by Landlord at the location approved by Landlord; nor use or permit the use of any portion of the Leased Premises as living quarters, sleeping apartments or lodging rooms; nor do any act tending to injure the reputation of the Leased Premises. If Tenant does any act or uses the Leased Premises in such a manner as will increase the cost of any of Landlord's insurance, then, without prejudice to any other remedy of Landlord for such breach, Landlord shall have the right to require Tenant to pay as Additional Rent hereunder the amount by which Landlord's insurance premiums are increased as a result of such use.

C. Changes in Leased Premises. Not to make any alterations or additions, nor permit the making of any holes in the walls, partitions, ceilings, or floors, nor permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed), which consent shall include the approval by Landlord of plans and specifications which are deemed necessary or appropriate by Landlord, and on each occasion complying with all applicable statutes, ordinances, regulations and codes.

D. Reserved.

E. Alienation. Not, without Landlord's prior written consent, which in each instance, may be withheld at the sole discretion of Landlord, to: (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 Leased Premises in whole or in part; or (iv) allow the use or occupancy of any portion of the Leased Premises for a use other than the Use or by anyone other than Tenant or Tenant's employees. Tenant shall pay, as

Additional Rent, to Landlord all of Landlord's costs which are incurred in reviewing Tenant's request for such consent, including, but not limited to, Landlord's reasonable attorney's fees and expenses. If Landlord consents to any assignment or sublease, Tenant shall pay Landlord, as Additional Rent in the case of each and every assignment or sublease, all sums, including Rent, additional charges or other consideration whatsoever payable to Tenant (and/or Landlord in the case of an assignment) by the subtenant or assignee which exceed all Rent under this Lease accruing during the term of the sublease or assignment in respect of the subleased or assigned space (i.e., allocated in proportion to the space demised, as reasonably computed by Landlord) pursuant to the terms hereof (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or furnishings or other personal property, less, in the case of a sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns). Tenant shall pay Landlord all amounts due under this Section 8.2E as and when payable by the assignee or subtenant to Tenant. If Tenant requests Landlord's consent to an assignment of the Lease or to a sublease of all or a substantial portion of the Leased Premises, Landlord may, in lieu of granting such consent or withholding the same, terminate this Lease, effective on the proposed effective date of said assignment or on the proposed commencement date specified in the sublease, as the case may be, to which Landlord's consent was requested, and Landlord may, at its option and without liability, rent any or all of the Leased Premises or another portion of the Leased Premises to any proposed assignee or subtenant of Tenant. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent, in writing, of Landlord to a further assignment or subletting, or relieve Tenant from primary liability under the terms of this Lease. Tenant shall remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Landlord.

If Tenant is an entity whose ownership is not publicly held, and if during the Term, the ownership of the control of Tenant changes, Tenant shall notify Landlord of such change within five (5) days thereof, and Landlord, at its option, may at any time thereafter terminate this Lease by giving Tenant written notice of said termination at least sixty (60) days prior to the date of termination stated in the notice. The term "control" as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of the Tenant.

F. Liens. Not to suffer any mechanics', laborers' or materialmen's liens to be filed against the Leased 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 Leased Premises, by, or at the direction or sufferance of, Tenant, or anyone holding the Leased Premises by, through or under the Tenant; provided, however, that if any such liens shall, at any time, be filed or claimed, Tenant shall have the right to contest, in good faith and with reasonable diligence, any and all such liens, provided security satisfactory to Landlord is deposited with Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Leased Premises or any portion thereof by reason of nonpayment thereof. On final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released of record and any judgment satisfied. If Tenant shall fail to contest the same with due diligence (having secured Landlord's consent as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and in any case, before judgment of sale, foreclosure or forfeiture thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, at its option, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys' fees, expenses and court costs, incurred by Landlord in procuring the discharge of such lien or judgment shall be deemed to be Additional Rent and, together with interest thereon as provided in Section 10.2, shall be due and payable by Tenant to Landlord on the first day of the next following month. Nothing in this Lease contained shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois.

Section 8.3 Signs. Tenant shall not affix, maintain or locate (1) outside the Leased Premises, including, but not limited to, glass panes and supports of any window (or within less than 24 inches of any window), or (2) upon doors or all exterior walls including the rear of the Leased Premises, any fixtures, equipment, signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first been approved by Landlord (which approval shall not be unreasonably withheld or delayed), in writing, as to size, type, color, location, copy, nature and display qualities. All signs, placards or other advertising material permitted hereunder shall be professionally prepared. Anything to the contrary in the Lease notwithstanding, Tenant shall not affix any sign to the roof of the Building. Tenant shall not locate any fixtures, equipment, inventory, signs, placards or any other kind of advertising material, outside of the Leased Premises without the prior written approval of Landlord. Landlord may, without notice, and without any liability therefor, enter the Leased Premises and remove any items installed or maintained by Tenant in violation of this Section 8.3.

Section 8.4 Environmental. Tenant agrees that it will not 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 Leased Premises now or at any future time and will indemnify, defend and save Landlord and its mortgagees, agents, board members, officers, directors, beneficiaries, shareholders, partners, agents and employees and their respective successors and assigns 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 Leased 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 does hereby agree to indemnify, defend and hold harmless Landlord and its mortgagees, agents, board members, officers, directors, beneficiaries, shareholders, partners, agents and employees and their respective successors and assigns from and against all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including reasonable attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, treatment, discharge or other release of Hazardous Materials that occurs during the Lease Term, at or from the Leased Premises, or which arises at any time from Tenant's use or occupancy of the Leased Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all applicable governmental authorities. Tenant's obligations and liabilities under this Section 8.4 shall survive the termination or expiration of this Lease.

ARTICLE IX DAMAGE OR TAKING AND RESTORATION

Section 9.1 Fire, Explosion or Other Casualty. If the Leased Premises are damaged by fire, explosion or any other casualty or cause to an extent which is less than fifty (50%) percent of the cost of replacement of the Leased Premises, the damage shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage.

and that in no event shall Landlord be liable for or be required to repair or replace (i) Tenant's lighting, trade or other fixtures, furniture, furnishings, wall and floor coverings, ceiling, and equipment, (ii) any improvements to the Leased Premises made by Tenant, and (iii) any personal property of Tenant. In the event of any such damage and (a) Landlord is not required to repair as above provided, or (b) the Leased Premises shall be damaged to the extent of fifty (50%) percent or more of the cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall, at its sole cost and expense, repair or replace its fixtures, furniture, furnishings, floor and wall coverings, ceiling and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

Section 9.2 Eminent Domain. If the entire Leased Premises shall be taken by any public authority by the exercise, or under the threat of the exercise of the power of eminent domain, the Lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Tenant shall pay Rent up to that date. If less than all of the Leased Premises shall be so taken, the Lease Term shall cease only for the parts so taken as of the day the right to possession shall be taken by such public authority, and Tenant shall pay Rent up to that day. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural until, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord. If the floor area of the Leased Premises so taken leaves space no longer suitable for the Use, then the Lease Term shall cease and Tenant shall pay Rent up to the day the right to possession is taken, with an appropriate refund by Landlord of such Rent as may have been paid in advance for any period subsequent to the date of the taking. If more than twenty-five (25%) percent of the floor area of the Building shall be taken by the exercise, or under the threat of the exercise of the power of eminent domain, Landlord may, by written notice to Tenant delivered on or before the date of surrendering the right to possession to the public authority, terminate this Lease and Rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the fee of the Leased Premises or otherwise and Tenant hereby assigns to Landlord all of the Tenant's right, title and interest in and to any and all such compensations; provided, however, that Landlord shall not be entitled to any separate award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements which do not diminish Landlord's award.

ARTICLE X DEFAULTS BY TENANT AND REMEDIES

Section 10.1 Defaults by Tenant.

A. Events of Default. Each of the following shall constitute a breach of this Lease by Tenant and a default by Tenant hereunder: (i) Tenant fails to pay any installment or other payment of Fixed Minimum Rent, Additional Rent, or other charges payable by Tenant hereunder within five (5) days of written notice from Landlord that same is past due; (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant and fails to cure such default within fifteen (15) days after written notice thereof to Tenant, or if such default cannot be cured within said fifteen (15) days then provided Tenant commences such cure within said fifteen (15) days and diligently and continuously prosecutes the cure for same, then within said additional time, not to exceed sixty (60) days, as is necessary to cure such default; (iii) the interest of Tenant in this Lease is levied upon under execution or other legal process; (iv) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Act, or any amendment, replacement or substitution thereof, or to delay payment of, reduce or modify Tenant's debts, or any petition is filed or other action is taken to reorganize or modify Tenant's capital structure or upon the dissolution of Tenant; (v) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors or a receiver is appointed for Tenant or Tenant's property; (vi) Tenant abandons the Leased Premises; (vii) if Tenant ceases operation for more than ten (10) days; or (viii) Tenant shall repeatedly be late in the payment of

Rent or other charges to be paid hereunder or shall repeatedly default in the keeping, observing or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such late payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such late payment or other defaults of which notice was given).

B. Termination. Upon the happening of any one or more of the above-mentioned events, Landlord may terminate this Lease. Upon such termination of this Lease, Landlord may re-enter the Leased Premises, with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom. Landlord shall be entitled to recover as damages all Rents and other sums payable by Tenant on the date of termination plus (1) a sum of money equal to the value of the Fixed Minimum Rent, Additional Rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term, less the fair rental value of the Leased Premises for said period, and (2) the cost of performing any other covenants to be performed by Tenant.

C. Repossession. Upon the happening of any one or more of the above-mentioned events, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as above expressly provided for) and without terminating this Lease, in which event Landlord may, but shall be under no obligation so to do, relet all or any part of the Leased Premises for such Rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord, on demand, as damages, all Rents and other sums payable by Tenant on the date Landlord repossesses the Leased Premises, plus (1) a sum equal to the amount of the Fixed Minimum Rent, Additional Rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease Term, and (2) the cost of performing any other covenants to be performed by Tenant. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting (after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting, including, without limitation, broker's commissions and attorneys' fees and expenses, and the collection of the Rent accruing therefrom) to satisfy the Rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this Section 10.1.

D. Reserved.

E. Insolvency. If Tenant or any Guarantor of this Lease shall become bankrupt or insolvent or unable to pay its debts as such become due, or files any debtor proceedings, or if Tenant or any guarantor shall take or shall have taken against either party, in any court, pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then the occurrence of any one of such events shall constitute a breach of this Lease and this Lease shall thereupon terminate and Landlord may exercise any of the remedies for breach of this Lease herein provided or provided at law, in equity or by statute and, in addition thereto, Landlord shall have the immediate right of reentry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or

damage which may be occasioned thereby.

Section 10.2 Interest on Late Payment. All amounts (unless otherwise provided herein, and other than the total Fixed Minimum Rent, which shall be due as hereinbefore provided) owed by the Tenant to the Landlord hereunder shall be deemed Additional Rent and be paid when due hereunder. All such amounts (including total Fixed Minimum Rent) shall bear interest after five (5) days from the due date thereof until the date paid at the rate of four (4%) percent above the corporate base rate of interest as announced by the Chicago office of Chase Bank on the date that any payment is due (said interest rate is herein defined as the "Lease Interest Rate"). In addition, Tenant shall pay a late payment fee equal to five (5%) percent of the amount due if any payment of Rent is paid more than five (5) days after the date that same is due.

Section 10.3 Holdover by Tenant. Any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month-to-month only and, in addition thereto, Tenant shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. In all events, Tenant shall remain liable for all other charges payable hereunder. Any such extension or renewal shall be subject to all of the other terms and conditions of this Lease. Nothing in this Section 10.3 shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises.

Section 10.4 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, at any time, without notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including, without limitation, reasonable attorneys' fees and expenses, shall be Additional Rent due on the next Rent date after such payment, together with interest at the Lease Interest Rate set forth in Section 10.3 hereof.

Section 10.5 Effect of Waivers of Default. No consent or waiver, expressed or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 10.6 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient. Except as otherwise provided in this Lease, Tenant waives the service of any notice of intention to terminate this Lease or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or possession and the service of any and every other notice or demand prescribed by any statute or other law and agrees that the breach of any of the covenants of this Lease shall constitute a forcible detainer by Tenant within the meaning of the statutes of the State of Illinois without the service of any notice or demand whatever.

Section 10.7 Reserved.

Section 10.8 Bankruptcy. If Landlord shall not be permitted to terminate this Lease, as provided in this Article X because of the provisions of the United States Code relating to Bankruptcy, as amended (hereinafter referred to as the "Bankruptcy Code"), then Tenant as a debtor-in-possession or any trustee for Tenant agrees promptly, within no more than thirty (30) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease, and Tenant on behalf of itself and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if: (a) it cures or provides adequate assurances that the trustee will promptly cure any default hereunder; (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord of any actual pecuniary loss to Landlord resulting from Tenant's default; and (c) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. After the assumption of this Lease, no then existing default shall remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease, as set forth above, shall include, without

limitation, adequate assurance: (i) of the source of Rent reserved hereunder and (ii) that the assumption of this Lease will not breach any provision hereunder.

If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed assignment, setting forth: (i) the name and address of such person; (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person's future performance under the Lease, shall be given to Landlord by the Tenant no later than twenty (20) days after receipt by the Tenant, but in any event no later than ten (10) days prior to the date that the Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to the Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code any and all monies or other considerations payable or otherwise to be delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of the Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting the Landlord's property under the preceding sentence not paid or delivered to the Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid to the Landlord.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be conclusively deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Upon demand, any such assignee shall, execute and deliver to Landlord an instrument confirming such assumption. Any such assignee shall be permitted to use the Leased Premises only for the Use.

Nothing contained in this section shall, in any way, constitute a waiver of the provisions of Paragraph 8.2E of this Lease relating to alienation. Tenant shall not, by virtue of this section, have any further rights relating to assignment other than those granted in the Bankruptcy Code. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as Rent, shall constitute Rent for the purpose of Section 501(b)(6) or any successor section of the Bankruptcy Code.

ARTICLE XI RESERVED

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 12.1 Mutual Waiver of Subrogation Rights. Whenever (a) 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 Leased Premises and (b) such party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this Lease to be so insured, then the party so insured (or so required) 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 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 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).

Section 12.2 Notices from One Party to the Other. Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be mailed by registered or certified mail or personally delivered or delivered by expedited messenger service with evidence of receipt addressed, if to Tenant, to the address of Tenant set forth in Section 1.1, or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, to the place then established for the payment of Rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service. Notices shall be effective on the date of receipt thereof. Either party may change the address to which notices shall be sent by notice to the other party as provided above.

Section 12.3 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all cost (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or other agent or finder with respect to this Lease or the negotiation thereof.

Section 12.4 No Lesser Payment. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Rent due shall be deemed to be other than a payment on account of the amount due and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

Section 12.5 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto nor 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. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

Section 12.6 Estoppel Certificate. Within ten (10) days after Landlord's request, or in the event that upon any sale, assignment or hypothecation of the Leased Premises or any portion thereof or interest therein, an Estoppel Certificate shall be required from Tenant, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord: (a) ratifying this Lease; (b) stating the Commencement and current termination dates; and (c) certifying: (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any); (iii) no defenses or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed); (iv) advance Rent, if any, paid by Tenant; (v) the date to which Rent has been paid; (vi) and such other information as Landlord or its mortgagee or Purchaser requires. Persons or entities receiving such statement shall be entitled to rely upon it.

Section 12.7 Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections. Time shall be of the essence hereof. Notwithstanding anything in this Lease to the contrary, with respect to any provision of this Lease which requires Landlord's consent or approval, Tenant shall not be entitled to make, nor shall Tenant make, any claim for, (and Tenant hereby waives any claim for) money damages as a result of any claim by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce such provision, or for specific performance, injunction or declaratory judgment.

Section 12.8 Passageways, etc. No permanent or temporary revocations or modifications of any license permit or privilege to occupy or use or maintain any passageway or structure in, over or under any street or sidewalk, nor any permanent or temporary deprivation of any existing right, privilege or easement appurtenant to the Leased Premises,

shall operate as or be deemed an eviction of the Tenant or in any way terminate, modify, diminish or abate the obligation of the Tenant to pay the full Rent and Additional Rent as in this Lease provided, and to perform each and every covenant thereof. Landlord shall have the right to grant any easements on, over, under and above the Leased Premises, superior to Tenant's estate created hereby, for such purposes as Landlord determines, provided that such easements will not materially interfere with the Use.

Section 12.9 Execution of Lease by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof. The submission of an executed copy of this Lease by Tenant constitutes Tenant's offer to Landlord to enter into this Lease.

Section 12.10 Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, if such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

Section 12.11 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, and the cost to Landlord of such agent or independent contractor shall be included in any cost chargeable to Tenant for such services.

Section 12.12 Air Rights. This Lease does not grant any rights to light or air over or about the Leased Premises.

Section 12.13 Lease Preparation. The preparation of this Lease has been a joint effort of the parties hereto and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 12.14 Invalidity/Unenforceability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 12.15 Authority. Tenant warrants and represents that it has full power and authority to execute this Lease. If Tenant is a general partnership or consists of two or more individuals, all present and future partners or individuals, as applicable, shall be jointly and severally liable hereunder.

Section 12.16 Complete Lease. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant, concerning the Leased Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. This Lease shall not be recorded by Tenant.

Section 12.17 Lender's Requirements. If any mortgage, leasehold or otherwise, of the Leased Premises or any portion thereof, or any interest therein, requires a modification or modifications of this Lease, which modification or modifications will not bring about any increased cost or expense to Tenant or in any other way substantially change the

rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease shall be so modified.

Section 12.18 Adjacent Excavation Shoring. If an excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation a license to enter upon the Leased Premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damages and to support the same by proper foundations without any claim for damage or indemnity against Landlord, or diminution or abatement of Rent.

Section 12.19 Indemnity for Litigation. Tenant agrees to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by or imposed on Landlord, either in enforcing this Lease or in any litigation which Landlord, without fault on its part, may be a party, and if paid by Landlord, shall be so much Additional Rent due on the next Rent date after such payment together with interest at the Lease Interest Rate.

Section 12.20 Limitation of Liability. Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord or its agents or board members or beneficiaries with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall, subject to the rights of any mortgage, look solely to the interest of Landlord, its successors and assigns in the Leased Premises for the satisfaction of each and every remedy of Tenant if default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

Section 12.21 105 ILCS 5/34 Provisions.

A. 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.

B. 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.

Section 12.22 Contingent Liability. Any expenditure by Landlord beyond the then fiscal year of Landlord shall be deemed a contingent liability of Landlord, subject to appropriation in the subsequent fiscal year of Landlord.

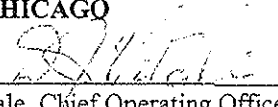
Section 12.23 Landlord's Title. The Landlord's title is and shall always be paramount to the title of the Tenant, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber the title of the Landlord.

Section 12.24 Certain Rights Reserved to Landlord. The Landlord reserves the following rights: (a) to change the street address of the Leased Premises without liability of the Landlord to the Tenant; (b) during the last ninety (90) days of the Lease Term or any part thereof, if during or prior to that time the Tenant has vacated the Leased Premises, to decorate, remodel, repair, or otherwise prepare the Leased Premises for reoccupancy; (c) to constantly have pass keys to the Leased Premises; (d) to exhibit the Leased Premises to others and to display "For Rent" signs on the Leased Premises; and (d) to take all measures, including inspections, repairs, alterations, additions, and improvements to the Leased Premise, as may be necessary or desirable for the safety, protection, or preservation of the Leased Premises or Landlord's interests therein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.


LANDLORD:

**BOARD OF EDUCATION OF
THE CITY CHICAGO**


By: David Vitale, Chief Operating Officer

COO Report Number:06-0619-COO31

Approved as to legal form: Yes


Patrick J. Rocks, General Counsel

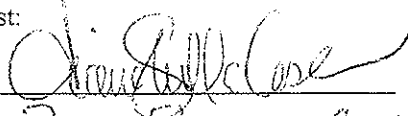
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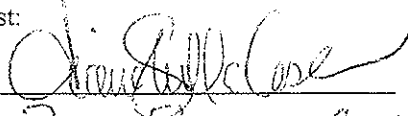
PERSPECTIVES CHARTER SCHOOL

By: 

Name: John P. Horner

Title: Chief Operating Officer

Attest: 

By: 

Name: Diana Sanchez-Case

Title: PRESIDENT

[signature page]

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

School	Section	Township	Range	folio	Source date
CALUMET HIGH	32	38	14		OCTOBER 19, 1965

LOTS 1 TO 34 INCLUSIVE, IN BLOCK 20 AND LOTS 1 TO 34, INCLUSIVE, IN BLOCK 21 IN CHESTER HIGHLANDS 5TH ADDITION TO AUBURN PARK, BEING A SUBDIVISION OF THE WEST 7/8 (EXCEPT THE WEST 33 FEET THEREOF) OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, AND VACATED SOUTH ABERDEEN STREET AND VACATED ALLEYS.

356,575 SQ. FT.
8.19 ACRES

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

AND

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

I. INTRODUCTION

This is a Memorandum of Understanding ("MOU") executed on the 5th day of September, 2006, to be effective on September 5, 2006 (the "Effective Date"), by and between The Board of Education of the City of Chicago ("CPS"), Calumet Career Prep Academy and Perspectives Charter School, an Illinois not-for-profit corporation ("Perspectives;" CPS and Perspectives collectively, the "Parties"). This MOU will remain in effect for one year.

The parties agree and understand that this MOU will be binding upon the parties, their successors and agents. This MOU exists to allow the Parties to work cooperatively to operate the building located at the address known as Calumet High School, 8131 South May Avenue, Chicago, Illinois (hereafter referred to as the "Building"), and to entering into a lease of the Building on the terms hereinafter set forth (the "Lease").

II. GUIDING PRINCIPLES. Due to the large size of many existing school facilities in Chicago, and due to the fact that more small schools are being created and more organizations are being located in schools to provide service to schools, schools often must share buildings.

We believe that building sharing can have positive benefits, and need not distract from every school's primary goal of educating every child.

We believe it is to the mutual benefit of the Parties to contribute jointly to the administration of the Building and to work cooperatively in its operations.

We believe that each student, family and community member connected to a school should have appropriate access to the publicly owned building facility in which the school is located.

We believe there should be equitable access to educational resources within a building facility based upon the number of students enrolled in a school and the mission of these schools.

We believe the autonomy and identity of each individual school is important to the success of that school and the building as a whole.

III. OWNERSHIP. The Board owns the Building, and retains final authority to determine how the building facility is used. The Parties must abide by the rules established by the Board and outlined in this MOU. The Board retains final authority of how the Building will be used.

IV. PHYSICAL SPACE. We believe in an equitable division of physical space within the building according to the specific needs of each school

This Addendum/Annual Sharing Agreement will outline the specific allocation of common spaces, classrooms, resource areas, offices, and entrances within the building.

V. CAMPUS MANAGER ROLES & RESPONSIBILITIES. The Campus Manager assumes responsibility for the operation and maintenance of the Campus and for the mediation and resolution of disagreements between schools. This individual will work simultaneously to support each individual school and to serve as a neutral facilities coordinator for the entire Campus.

The Campus Manager shall be guided by the comprehensive space analysis and the facility occupants' MOU and Sharing Agreement. General responsibilities of the Campus Manager include:

1. Oversight and general responsibility for the operation and maintenance of the Shared Facility.
 2. Management and supervision of shared staff members.
 3. Management of shared facility budget and shared expenditures.
 4. Serve as a liaison between the Shared Facility and Central Office on shared maintenance and operations issues.
 5. Implementation and execution of the Sharing Agreement.
 6. Mediation and resolution of disputes among the individual schools at a Shared Facility.
 7. Other:
-

Any individual designated to fulfill the Campus Manager role shall be hired and supervised by the CEO or his designee but will be subject to annual performance reviews conducted by each of the individual schools at the Campus. The performance reviews shall be submitted to the CEO or his designee and shall be considered during a Campus Manager's overall evaluation.

VI. GOVERNANCE. We believe that collaborative governance is essential to the success of the Parties and the Building as a whole. We further believe that it is important to ensure that clarity exists with respect to the allocation of the various responsibilities associated with building governance. Therefore, we agree to the general structure for building governance as outlined in VII and VIII.

VII. COMMITMENT TO REGULAR MEETINGS. We believe in the importance and utility of regular communication between school leaders. Therefore, the Principals, Directors or designees of the Parties will meet regularly to determine space scheduling and to address relevant issues involving facilities and governance.

Topics to be discussed at regular meetings will include:

Usage schedule for common areas

Arrival and departure times of students and staff of each school

Security issues

Custodial issues and maintenance responsibilities

Any other issues, challenges, or problems that may arise.

Procedure for appropriate communication between parties.

Other Items:

VIII. DISPUTE RESOLUTION PROCESS. We understand that no agreement can anticipate every contingency that may arise with respect to the operation of multiple schools and/or organizations within one building. However, we are hopeful that unanticipated contingencies can be resolved through a collaborative process involving all Parties to this agreement, and that matters can be resolved at the building level. Nevertheless, if an issue arises that cannot be resolved through such a process, the Parties, or any of them, may request to have a disagreement mediated by the Office of New Schools. The Office of New Schools will have authority to mediate the disagreement, or to designate an impartial mediator, and the decision reached by the Office of New Schools or their designee will be final.


IX. Amendments. To amend this MOU before the expiration of its one-year term, the amendment must be in writing and must be signed and dated by the Parties, the Office of New Schools and the Chief Operating Officer. Approved amendments must be filed with the Chief Operating Officer and the Office of New Schools.

X. Filing. This document, the Addendum/Annual Sharing Agreements (including a floor plan which indicates space allocation), and any amendments shall be filed with the Chief Operating Officer and the Office New Schools by July 1 of each year

XI. Signatories _____

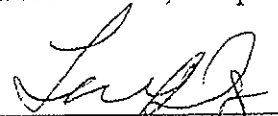
Signed By:


CHIEF OPERATING OFFICER, CPS


DIRECTOR OF OPERATIONS, Principal, Calumet Career Prep Academy
~~NEW SCHOOL DEVELOPMENT, CPS~~ (C)


PRINCIPAL, Calumet Career Prep Academy (C) Manager of New Schools Business Service


PRINCIPAL, Perspectives Charter School


PRINCIPAL, Perspectives Charter School

Dated: 9/5/06

**Addendum to Memorandum of Understanding for Calumet School
Dated Effective September 15, 2006 by and Between The Board of
Education of the City of Chicago and Perspectives Charter School:
Annual Sharing Agreement**

PART ONE: PHYSICAL SPACE

I. CLASSROOMS

A. Perspectives will be housed principally on the third floor of the Building. Room allocation will include the exclusive and sole use by Perspectives of the entire third floor with the exception of rooms presently designated as 306, 308, and 310, lying along the south corridor. Perspectives will also have sole use and access to Room 111 to allow convenient meetings with parents and the public on the first floor, and Room 249 (Modern Dance Studio) for storage or other uses as appropriate.

B. Calumet Career Prep Academy will be housed principally on the 1st and 2nd floors of the Building, with exceptions noted above.

II. COMMON AREAS

A. The Parties will share the following Common Areas: the cafeteria; the gymnasiums (including locker and gymnasium office spaces); the library; the assembly hall; the playing fields; Room 117 (the Civics Room), and Room 120 (the Foyer), and the parking lots, provided that Perspectives will be allocated five (5) designated parking spaces in the courtyard area.

B. The Parties will adjust the schedule for the specific use of these Common Areas during regular meetings, and as needed, by agreed upon procedures as noted below.

C. A central schedule detailing the specific use of the Common Areas for each month will be agreed to, posted publicly and distributed to each school office by the first school day of the month.

III. ENTRANCES AND EXITS

A. Perspectives Charter School students will enter and exit solely from Vestibule 11, and use the Vestibule 11 staircase for direct access to the third floor.

B. Calumet Career Prep Academy students will enter and exit from Vestibule 9.

IV. OFFICE SPACE

- A. Perspectives Charter School will use rooms 320 and 318 as their office space.
- B. Calumet Career Prep Academy will use rooms 121, 123, and 125 as their office space.

PART TWO: OPERATIONAL ISSUES

I. PHYSICAL PLANT

- A. The building engineering staff will open the building each weekday morning, close the building each weekday evening, be in charge of turning on and off the lights, and will monitor the HVAC system. The Parties acknowledge that Perspectives may from time to time require use of the Building after school hours for parent meetings, athletic events, or other school related functions. In such events, arrangements will be made to keep the Building open during such times.

II. ENGINEER & STAFF

- A. The Campus Manager will supervise the Building Engineer.
- B. The Campus Manager will monitor and communicate with the Building Engineer and staff on behalf of all schools in the building.

III. CUSTODIAL STAFF

- A. The Building Engineer will supervise the custodial staff.
- B. Concerns regarding custodial services will be directed to the Campus Manager.

IV. SECURITY

- A. Board-funded Security staff will be hired and supervised by the Campus Manager.
- B. Security staff will insure no movement of students between classroom locations allocated for each school on the third floor, or between floors, except during authorized periods.
- C. Perspectives shall control and be responsible for security at Vestibule 11.

- D. Perspectives shall determine whether or not to install metal detectors at Vestibule 11.
- E. Perspectives shall provide its own personal identification system for Perspectives' students and staff.

V. OTHER

- A. Perspectives will be permitted to place an exterior sign on the Property to establish the Perspectives Charter School name. The sign shall comply with all governmental permits required for such exterior signage.
- B. Calumet/Perspectives shall coordinate the fire and life safety drills during the 2006/2007 school year.
- C. The work and quality standards for the custodial staff will be according to the "CPS Cleanliness Standards" – Exhibit A.
- D. Perspectives shall have the right to limit and control access to the areas of the Building over which PCS has exclusive control as set forth in Section I.A.
- E. The beginning date for the 2006/2007 school year for Perspectives students shall be August 28, 2006, and the end date for the 2006/2007 school year for Perspectives' students shall be June 8, 2007. The school shall be opened and available for Perspectives teachers and staff from 6:30 a.m. until 8:00 p.m. on week-days. Perspectives understands that it may incur an additional cost for security staff to cover the period 6 P.M. to 8 P.M. on evenings when Perspectives staff are the sole occupants in the building.
- G. The building's bell systems and paging systems will be either re-programmed to function independently to accommodate the Perspectives schedule, or be disconnected so as not to function in Perspectives hall and classroom areas.


VI. BLUEPRINT/MAP OF SCHOOL

- A. A labeled blueprint of the Campus is attached, which details the space to be utilized by each individual school.

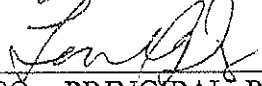
VIII. SIGNATURES

Signed By:

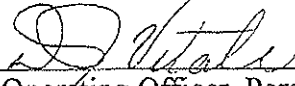

CHIEF OPERATING OFFICER, CPS


DIRECTOR OF OPERATIONS, Business Services Manager at
NEW SCHOOL DEVELOPMENT, CPS


PRINCIPAL, CALUMET CAREER PREP ACADEMY


CO - PRINCIPAL, Perspectives Charter School


CO - PRINCIPAL, Perspectives Charter School


Chief Operating Officer, Perspectives Charter School

Dated: 9/5/06