

**LEASE AGREEMENT FOR UNIT 4024 AT 4024 WEST
59TH STREET, CHICAGO ILLINOIS**

BETWEEN

**CHICAGO TITLE AND TRUST COMPANY, AS
TRUSTEE UNDER TRUST AGREEMENT NO.
2000001572, DATED SEPTEMBER 5, 2001 AND THE
ANTHONY A. DINOLFO TRUST DATED SEPTEMBER
5, 2001, AS LANDLORD,**

AND

**THE BOARD OF EDUCATION OF THE CITY OF
CHICAGO, AS TENANT**

DATED: August 1, 2007

**LEASE AGREEMENT FOR UNIT 4024 AT 4024 WEST 59TH STREET, CHICAGO, ILLINOIS
BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST
AGREEMENT NO. 2000001572, DATED NOVEMBER 11, 1968 AND THE ANTHONY A.
DINOLFO TRUST DATED SEPTEMBER 5, 2001, AS LANDLORD, AND THE BOARD OF
EDUCATION OF THE CITY OF CHICAGO, AS TENANT**

THIS LEASE AGREEMENT ("Lease") is made as of this 1st day of August, 2007 between Chicago Title and Trust Company, as Trustee under Trust Agreement No. 2000001572, dated November 11, 1968 (the "Trust") and the Anthony A. Dinolfo Trust dated September 5, 2001 (the "Sole Beneficiary"), the Trust and the Sole Beneficiary being collectively referred to herein as the "Landlord", and the Board of Education of the City of Chicago, a body politic and corporate ("Tenant").

RECITALS:

- A. The Trust is the owner of certain real estate located at 4024 West 59th Street, Chicago, Illinois ("Premises"), which is improved with a Shopping Center ("Center") and the Sole Beneficiary is the sole beneficiary of the Trust.
- B. Tenant desires to lease Unit 4024 in the Shopping Center consisting of approximately 4,731 rentable square feet ("Premises") from Landlord.
- C. Landlord desires to so lease the Premises to Tenant.

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

1. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for a term (the "Term") of seven (7) years commencing as of August 1, 2007 and ending on July 31, 2014 ("Original Term").

2. **OPTION TO RENEW**

A. Tenant is hereby granted the right to extend the term of this Lease ("Option to Renew") for two (2) additional periods (each a "Renewal Term", the first is referred to herein as the "First Renewal Term" and the second as the "Second Renewal Term") of five (5) years each, such right to be exercised in a written notice given to Landlord by Tenant, as follows: (a) for the First Renewal Term, no later than three (3) months prior to the expiration date of the Original Term and, if this Lease is so renewed, (b) for the Second Renewal Term, no later than three (3) months prior to the end of the First Renewal Term.

B. If Tenant exercises either Option to Renew, as aforesaid, Tenant's rights with respect to the First or Second Renewal Term are further subject to the following terms and provisions:

(i) The Rent for each Renewal Term shall be as set forth in Section 4 below;

(ii) The Option to Renew herein granted shall automatically terminate upon the earliest to occur of: the expiration or termination of this Lease; the termination of Tenant's right to possession of the

Premises; or the failure of the Tenant to timely or properly exercise either Option to Renew; and

(iii) The Option to Renew shall be null and void if there is an uncured Default by Tenant under this Lease either at the time that Tenant exercises the Option to Renew or at the commencement of either Renewal Term.

C. Except as expressly set forth in this Section 2, all other terms and conditions of this Lease shall apply to each Renewal Term.

3. **RIGHT OF FIRST OFFER.** Provided there is no uncured event of default by Tenant under the terms of this Lease, the Landlord will, before making any new lease for any space in the Shopping Center (hereinafter referred to as the "Right of First Offer Space"), submit to the Tenant: (a) the exact size and location of the Right of First Offer Space, (b) the Base Rent for the Right of First Offer Space, and (c) the effective date on which Tenant may commence to lease (hereinafter referred to as the "Right of First Offer Occupancy Date") and allow Tenant to inspect the Right of First Offer Space at the earliest reasonable and convenient date after such submission and give Tenant the first right to lease such First Offer Space from Landlord on terms such terms as are offered by Landlord. If Tenant does not accept such lease terms offered by Landlord in writing for the remainder of the Term within thirty (30) days of Landlord's submittal of such terms to Tenant and execute an amendment to this Lease incorporating such additional premises and the terms agreed to by the parties within forty-five (45) days of Landlord's submittal to Tenant, the Landlord will be able to rent such area to any person or entity. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Right of First Offer Space to Tenant on account of a holding over by the prior tenant of such Right of First Offer Space in violation of the terms of such tenant's lease, provided that Landlord shall use reasonable efforts to obtain possession of such Right of First Offer Space from such other tenant (and Tenant hereby agrees to join in any action brought for possession of such Right of First Offer Space upon Landlord's request and at Landlord's sole cost and expense) and the Right of First Offer Occupancy Date shall not be deemed to occur until Landlord shall actually deliver the right of possession of such Right of First Offer Space to Tenant. Without limitation of the foregoing, Landlord agrees in the event of such holding over to institute proceedings to evict the hold-over tenant and thereafter vigorously pursue such eviction. Nothing in this paragraph shall prohibit or interfere with Tenant's right to pursue any and all remedies it may have against the hold-over tenant.

4. **USE.** To house a Pre-kindergarten program of the Tenant and for any uses incidental thereto.

5. **BASIC RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord basic rent for the Premises ("Basic Rent" or "Rent"), payable in monthly installments, in advance, as follows:

<u>Lease Year</u>	<u>Annual Basic Rent</u>	<u>Monthly Basic Rent</u>	<u>Annual Rent per Square Foot</u>
8/1/07 to 7/31/08	\$82,792.50	\$6,899.37	\$17.50
8/1/08 to 7/31/09	\$85,158.00	\$7,096.50	\$18.00
8/1/09 to 7/31/10	\$87,523.50	\$7,293.62	\$18.50
8/1/10 to 7/31/11	\$89,889.00	\$7,490.75	\$19.00
8/1/11 to 7/31/12	\$92,254.50	\$7,687.87	\$19.50
8/1/12 to 7/31/13	\$94,620.00	\$7,885.00	\$20.00
8/1/13 to 7/31/14	\$96,985.50	\$8,082.12	\$20.50

The Basic Rent for each of the Renewal Terms shall be the Basic Rent set forth above increased by three percent (3%) per annum over the Annual Basic Rent payable at the end of the prior Lease Year. Notwithstanding the foregoing, no Rent shall be due and payable under this Lease until the Premises have been

substantially completed as set forth in Section 8 of this Lease and a Certificate of Occupancy for the Premises is issued by the City of Chicago.

6. **GROSS LEASE.** Except for those matters which are the responsibility of Tenant under Section 7 B below, the Basic Rent is a gross amount, which includes taxes and operating expenses.

7. **ADDITIONAL COVENANTS.**

A. **Landlord Covenants.** Throughout the Term, Landlord shall provide the following:

(i) water necessary for the use and occupancy of the Premises for the purposes for which this Lease is made;

(ii) any necessary maintenance, replacement, or repairs (including, but not limited to, painting) of structural portions of the Premises. Landlord agrees to maintain the structural portions in good and tenantable condition and repair during the Term of the Lease.

(iii) repairs and maintenance of the facilities, fixtures and equipment providing hot and cold running water, drinking water and toilet services. All of the foregoing shall be maintained in good operating order and in a safe, healthful and clean condition;

(iv) prompt removal of snow and ice from the parking lot, sidewalks, steps, walkways, driveways and entrance ways serving the Premises;

(vi) washing of outside windows at the Premises on a reasonable basis; and

If Landlord fails to complete any repair, replacement, or maintenance for which Landlord is obligated herein within ten (10) days of written notice from Tenant of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, Landlord has not commenced within ten (10) days of said notice the repair, replacement, or maintenance and continuously and diligently prosecuted its completion), Tenant may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. All sums expended and all costs and expenses incurred by Tenant in connection with any such repair, replacement, or maintenance shall be paid by Landlord to Tenant and shall bear interest from the respective dates when expended or incurred by Tenant at the rate of the lesser of twelve percent (12%) per annum or the maximum rate then permitted to be charged by law until repaid by Landlord to Tenant, and all such sums together with interest shall be deducted from Rent under this Lease that is due to Landlord from Tenant, or payable by Landlord to Tenant on demand.

B. **Tenant Covenants.** Throughout the Term and any Renewal Term, Tenant shall be responsible for electric and gas serving the Premises (which shall be directly metered to Tenant); routine maintenance of the non-structural portions of the Premises for which the Landlord does not have responsibility under Section 7 A above; janitorial services for the Premises, which shall include, but not be limited to, cleaning, washing, emptying waste-baskets, sweeping of any kind, moving of furniture, and replacing of light bulbs; and garbage pick-up.

C. **Compliance with Law and Environmental.** At all times, Landlord shall comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the

repair, maintenance and operation of the Premises. Landlord also agrees that the Tenant has the right to inspect, sample and analyze the materials, systems and structures in the Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Premises with standards or guidelines established by any of the foregoing.

D. Common Areas. Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center (the "**Common Area**"). The Common Area shall include all sewer lines, water mains, mechanical equipment, pipes, ducts, conduit, wires and all other facilities furnished, made available or maintained by Landlord or others in or near the Shopping Center for the common and joint use and benefit of Landlord, the Shopping Center, the Tenant and other lessees and owners of other property within the Shopping Center, their customers and invitees, including, but not limited to, package pickup stations, stairways, pedestrian sidewalks and canopies, parking areas, curbs, landscaped areas, retaining walls, retention and detention ponds, loading platforms and truck docks, perimeter walls and fences, lighting facilities, pylon and directory signs, bus stops, driveways and roads within the Shopping Center and other improvements. The Common Area shall be subject to the exclusive control and management of Landlord. Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Area and facilities for their intended. Tenant and its officers, employees, agents, teachers, students, and invitees shall have the nonexclusive license, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Area as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose. Tenant agrees to abide by such regulations and to use its best efforts to cause its officers, employees, agents, teachers, students and invitees to conform thereto. Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its officers, teachers, and employees.

E. Signage. The Tenant shall have the right to install professionally prepared signage on the doors and windows of the Premises, in such form as shall be approved by Landlord, which consent shall not be unreasonably withheld or delayed.

8. CONSTRUCTION. The Tenant is hereby granted access rights in and to the Premises, commencing upon execution hereof, for the purposes of making such inspections and measurements and testing as the Tenant deems necessary. The rights of access granted herein shall not be deemed to permit Tenant to operate its business in the Premises until the Premises have been Substantially Completed. Substantial Completion means the later of the following dates: (i) the date that the Landlord's Work has been essentially completed (except for Punch List Work), such that the Tenant may occupy and fully use the Premises or, (ii) if the nature of Landlord's Work requires that a Certificate of Occupancy be issued, it means the date of issuance of the Certificate of Occupancy.

The Tenant has, at its sole cost, caused to be prepared and submitted to the Landlord general plans and specifications (hereinafter referred to as the "Tenant's Plans"), which have been approved by the Landlord and which disclose the basic construction to be performed to build out the Premises. A copy of the Tenant's Plans are attached hereto and made part hereof as Exhibit A. No change shall be made to the Tenant's Plans without, in each instance, the prior written consent of the Landlord. Tenant's Plans shall be further detailed so as to be submitted to the appropriate City of Chicago Department in order to secure a building permit ("Permit Drawings"), which Permit Drawings shall be prepared by Tenant or Tenant's consultants, but the cost of which shall be paid by the Landlord.

The Landlord shall build out the Premises in accordance with the Tenant's Plans and in compliance with all applicable governmental laws, rules, statutes, ordinances and regulations (all of such work, installations and modifications are hereinafter collectively referred to as the "Landlord's Work"). 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. The Landlord's Work shall comply with all applicable insurance requirements, all laws, statutes, ordinances and regulations of the City of Chicago, the State of Illinois and the United States of America. Landlord shall permit Tenant to observe all construction operations within the Premises. All such review and observation by the Tenant shall be solely and only for the benefit of the Tenant. The Landlord shall be required, at its sole cost and expense, to provide for its own supervision of the Landlord's Contractor. No silence or statement by the Tenant shall be deemed or construed as an assumption by the Tenant of any responsibility for or in relation to the construction of the Premises or any guarantee that the work completed within the Premises complies with laws, complies with Tenant's Plans and Permit Drawings or is suitable or acceptable to the Tenant for Tenant's intended business purposes.

Subject to the reimbursement by the Tenant as set forth below, the cost of all work necessary to construct the Landlord's Work (including, but not limited to, all labor, material, permits) and to pay architectural fees, tenant plan fees, permit fees, and engineering fees shall be the responsibility of the Landlord and is included in the cost of Landlord's Work set forth below.

Landlord, at its sole cost and expense, shall file the Permit Drawings with the appropriate governmental authorities having jurisdiction over Landlord's Work. Landlord shall be responsible for obtaining all permits, authorizations and approvals necessary to perform and complete Landlord's Work. Landlord shall not commence Landlord's Work until the required permits authorizations and approvals for such work are obtained and delivered to Landlord.

Landlord shall, or shall cause Landlord's Contractor to, secure, pay for, and maintain during the performance of Landlord's Work, insurance in the following minimum coverages and limits of liability.

- (1) Workmen's Compensation and Employer's Liability Insurance with limits of not less than \$500,000 and as required by any Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect Landlord's Contractors from liability under the aforementioned acts.
- (2) Comprehensive General Liability Insurance (including Owner's and Contractor's Protective Liability) in an amount not less than \$1,000,000 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$5,000,000. Such insurance shall provide for explosion and collapse, completed operations coverage with a two-year extension after completion of the work, and broad form blanket contractual liability coverage and shall insure Landlord's Contractor against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Landlord's Contractor, or by anyone directly or indirectly employed by them.
- (3) "All-risk" builder's risk insurance upon the entire Landlord's Work to the full insurance value thereof. Such insurance shall include the interest of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in Landlord's Work and shall insure against the perils of fire and extended coverage and shall include "all-risk"

builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. The waiver of subrogation provisions contained in this Lease shall apply to the "all-risk" builder's risk insurance policy to be obtained by Tenant pursuant to this paragraph.

All policies (except the workmen's compensation policy) shall be endorsed to include as additional named insureds Tenant and its agents, board members, officers, employees, contractors, architect, and such additional persons as Tenant may designate. Such endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation, or non-renewal of coverage by certified mail, return receipt requested (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance or self-insurance carried independently by such additional insured parties.

To the fullest extent permitted by law, Landlord shall indemnify and hold harmless the Tenant, its agents, board members, officers, employees, and contractors from and against all claims, damages, liabilities, losses and expenses of whatever nature, including but not limited to reasonable attorneys' fees, for bodily injury to persons or damage to property of the Tenant, its employees, agents, invitees, licensees, or others, arising out of or resulting from the violation by Landlord of any of the terms and provisions of this Section 8 and/or the performance of the Landlord's Work by the Landlord or Landlord's Contractor. The foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge or substitution of the same, and shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for Landlord's Contractor under Workers' or Workmen's compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Upon completion of Landlord's Work, Landlord shall furnish Tenant with "as-built" plans identifying the Landlord's Work as same has been constructed, a detailed breakdown of the costs of Landlord's Work and evidence of payment reasonably satisfactory to Tenant, and a certificate of occupancy for the Premises, if required. Within thirty (30) days of the last to occur of a submittal of an invoice to Tenant or Substantial Completion of the Landlord's Work (which is estimated not to exceed the sum of \$331,170.00), the Tenant shall pay Landlord the lesser of the actual cost of the Landlord's work or the sum of \$212,895.00 (\$45.00 per rentable square foot) in one lump sum payment. The entire cost of Landlord's Work in excess of \$212,895.00 shall be the sole and exclusive responsibility of the Landlord.

The Landlord agrees that it will use its best efforts in order that the Work will be Substantially Completed on or before October 1, 2007 (the "Completion Date"). If the Work is not Substantially Completed on or before the Completion Date, in addition to the abatement of Rent set forth in Section 5 above, the Landlord shall be liable to the Tenant for the sum of Five Hundred and 00/100 Dollars (\$500.00) for each day that the Premises are not Substantially Complete on or before the Completion Date (the "Liquidated Damage Payment"). It is understood and agreed that the Liquidated Damage Payment represents a sum of money which Tenant would incur as a result of its inability to commence the use of the Premises at the beginning of its school year and which amount is difficult, if not impossible, to definitively ascertain and the Landlord agrees that the Liquidated Damage Payment is not a penalty. In addition to the foregoing, if the Premises are not Substantially Completed on or before December 1, 2007, the Tenant shall have the right to terminate this Lease and receive the Liquidated Damage Payment from the Landlord and, upon such termination of this Lease, all obligations of the Tenant to the Landlord under this Lease shall terminate and be of no further force or effect. Notwithstanding the foregoing, Tenant agrees that Tenant is responsible to furnish Landlord with the Tenant Plans within twenty-one (21) days after the full execution of this Lease by the parties and, if the Tenant does

not so furnish the Tenant Plans within said twenty-one (21) day period, the date on which the Liquidated Damage Payment begins to run and the December 1, 2007 date on which the Tenant shall have the right to terminate this Lease shall be extended for one (1) day for each day that said Tenant Plan's are not so furnished within said twenty-one (21) day period.

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 (or self-insurance) with respect to such loss, cost, damage or expense, or required under this Lease to be so insured (or self-insured), then the party so insured (or so required or self-insured) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or self-insurance (or which could have been recovered, had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided 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).

9. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns.

10. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Lease, by lapse of time or otherwise, the Tenant shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, and equipment of all kinds from said Premises. The Tenant shall deliver the Premises, upon termination, in as good a state or condition as the Premises existed on the date of this Lease with the Construction, less reasonable use and wear thereof and damages by fire and accident excepted.

11. **INSURANCE.**

A. Tenant self-insures with regard to liability and property damage for at least the first Two Million and No/100 Dollars (\$2,000,000.00) and Tenant agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Term.

B. Landlord agrees to purchase and keep in full force and effect during the term hereof, including any extension or renewals thereof, insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois on the Premises and on all improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Shopping Center (above foundations) or an amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time. The policy shall name Tenant as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Tenant thirty (30) day's notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Tenant. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Tenant on or before the August 1, 2007 and shall provide fifteen (15) days notice to the Tenant prior to cancellation, material change, or non-renewal thereof. If Landlord fails

to comply with such requirements, Tenant may obtain such insurance and keep the same in effect, and Landlord shall pay Tenant the premium cost thereof to Tenant upon demand or Tenant may deduct the cost of the same from Rent hereunder.

12. **LANDLORD DEFAULT.** If Landlord is in default under this Lease and such default shall continue for ten (10) days after Tenant has notified the Landlord by written notice of such default, unless in the case of a default which cannot be remedied within ten (10) days where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default within ninety (90) days, the Tenant may, but shall not be obligated to, cure the default itself and deduct the cost and expense thereof from the Rent due under this Lease or immediately terminate this Lease by providing Landlord written notice as provided for herein.

13. **TENANT DEFAULT.** If the Tenant is in default under this Lease and such default shall continue for ten (10) days after Landlord has notified the Tenant by written notice of such default, unless in the case of a default which cannot be remedied within ten (10) days where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default within ninety (90) days, the Landlord may but shall not be obligated to cure the default or elect to terminate this Lease by providing Tenant written notice as provided for herein.

14. **CASUALTY AND CONDEMNATION.** If the Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. Rent shall abate as of the date of the casualty or taking, and if there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

15. **INDEMNIFICATION.**

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

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

16. **SUBLEASE/ASSIGNMENT.** Tenant shall not have the right to sublease or assign its rights to all or any part of the Premises without the prior written consent of the Landlord.

17. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective (a) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent, or (b) on the third (3rd) day after deposit in

the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Landlord: Chicago Title and Trust Company, as Trustee under Trust Agreement No. 2000001572, dated November 11, 1968
Beneficiary: The Anthony A. Dinolfo Trust Date November 11, 1968
c/o Charles J. Dinolfo, Trustee
10024 S. Major Avenue
Oak Lawn, Illinois 60453

With a copy to: Charles J. Dinolfo
10024 S. Major Avenue
Oak Lawn, Illinois 60453

If to Tenant: Board of Education of the City of Chicago
125 South Clark Street, 16th Floor
Chicago, Illinois 60603
Attention: Director of Real Estate

With a copy to: Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel

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

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

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

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

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

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

23. **INDEBTEDNESS.** Landlord agrees to comply with the Tenant's Indebtedness Policy adopted June

26, 1996 (96-0626-PO#), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

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

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

26. **ETHICS.** The Tenant's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time is incorporated into and made part of this Lease.

27. **BOARD APPROVAL.** This Agreement is subject to approval by the members of the Chicago Board of Education.

28. **TRUSTEE EXCULPATION.** This Lease is executed by Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee, and under the express direction of the beneficiaries of the said Trust. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve, or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Tenant, and by every person now or hereafter claiming any right or security hereunder, and that so far as the said Trustee is concerned, the owner of any indebtedness or liability accruing hereunder, shall look solely to the assets of said Trust and the proceeds thereof for the payment thereof. It is further understood and agreed that said Trustee merely holds the naked title to the shopping center herein described and has no control over, and under this Lease and assumes no responsibility for: (A) management or control of the shopping center; (B) the upkeep, inspection, maintenance or repair of the shopping center; (C) the collection of rents or the rental of the shopping center; and (D) the conduct of any business which is carried on upon the shopping center.

29. **FORCE MAJEURE.** The period of time during which Landlord or Tenant is delayed in the performance of any covenant required hereby as the result of delays caused by fire, catastrophe, strikes, labor trouble, civil commotion, acts of God, governmental prohibitions, inability to obtain materials or other causes beyond the responsible party's control (each, an event of "Force Majeure") shall be added to the party's time for performance thereof.

30. **MEMORANDUM OF LEASE.** The parties agree that, simultaneously with the execution of this Lease, a Memorandum of Lease, as set forth on Exhibit B, will be executed by the parties and recorded with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the parties have set their hands and seals as the first day of August, 2007.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO.
3000001572 DATED NOVEMBER 11, 1968

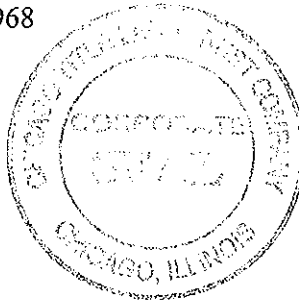
By: EILEEN F. NEARY

Its: ASST. VICE PRESIDENT

Attest:

By: Attestation not required
pursuant to corporate by-laws.

Its: _____



BENEFICIARY

THE ANTHONY A. DINOLFO TRUST

By: Charles J. Dinolfo
Charles J. Dinolfo, Trustee

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Rufus Williams
Rufus Williams, President

Attest: Estela M. Beltran 6/25/07
Estela Beltran, Secretary

Board Report No: 07-0523-OP3

Approved as to Legal Form: SK

Patrick J. Rocks
Patrick J. Rocks, General Counsel

EXHIBIT A
TENANT PLANS

See Attached

EXHIBIT B

MEMORANDUM OF LEASE

See Attached

MEMORANDUM OF LEASE

Address: 4024 West 59th Street,
Chicago, IL 60629

P.I.N. 19-15-230-024-0000
19-15-230-025-0000
19-15-230-026-0000
19-15-230-027-0000
19-15-230-028-0000
19-15-230-029-0000
19-15-230-030-0000
19-15-230-031-0000

This Memorandum of Lease is made and entered into as of the 1st day of August, 2007, by and among Chicago Title and Trust Company, as Trustee under Trust Agreement dated November 11, 1968 and known as Trust No. 2000001572 and the Anthony A. Dinolfo Trust dated September 5, 2001 (collectively, the "Landlord") and the Board of Education of the City of Chicago ("Tenant").

1. For valuable consideration, Landlord acknowledges that it has, pursuant to that certain Lease (the "Lease") of even date herewith among Landlord and Tenant, leased and demised to Tenant Unit 4024 on the real property situated in Cook County and legally described on Exhibit "A" attached hereto (the "Property").

2. The commencement date of the Lease is on the date hereof (the "Commencement Date") and the term of the Lease is for seven (7) years unless earlier terminated pursuant to the terms and provisions of the Lease, with the Tenant having the option to renew the Lease for two additional five (5) year periods.

3. The Lease also grants the Tenant a Right of First Offer under which the Landlord will, before making any new lease for any space in the Property, give the Tenant the first right to lease such space from Landlord on such terms as are offered by Landlord.

3. All other terms and conditions applicable to the Lease are set forth in the Lease.

[the remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first written above.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO.
5000001572 DATED NOVEMBER 11, 1968

By: _____

Its: _____

Attest:

By: _____

Its: _____

THE ANTHONY A. DINOLFO TRUST

By: _____
Charles J. Dinolfo, Trustee

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
Rufus Williams, President

Attest: _____
Estela Beltran, Secretary

Board Report No: 07-0523-OP__

Approved as to Legal Form:

Patrick J. Rocks, General Counsel

THIS MEMORANDUM OF LEASE
PREPARED BY AND UPON
RECORDING RETURN TO:

Stuart C. Unger, Assistant General Counsel
Board of Education of the City of Chicago
125 S. Clark Street
Suite 700
Chicago, Illinois 60603

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Charles J. Dinolfo, personally known to me to be the Trustee of the ANTHONY A.
DINOLFO TRUST, and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that as such Trustee, he signed
and delivered the said instrument, as his free and voluntary act and as the free and voluntary act of Trustee, for the
uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2007.

NOTARY PUBLIC

My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this _____ day of _____, 2007 before me appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the _____ and _____ of CHICAGO TITLE AND TRUST COMPANY a _____ corporation, the corporation that executed the within and foregoing instrument and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this _____ day of _____, 2007 before me appeared Rufus Williams and Estela Beltran, to me personally known, who being by me duly sworn, did say that they are the President and Secretary of the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, the body politic and corporate that executed the within and foregoing instrument and that said instrument was signed and sealed on behalf of said body politic and corporate by authority of its Board of Directors.

Notary Public

My commission expires: _____



CHICAGO PUBLIC SCHOOLS

Department of Real Estate

125 South Clark Street, 20th floor • Chicago, Illinois 60603 • Telephone 773/553-2950 • FAX 773/553-2951

August 27, 2008

VIA FACSIMILE

708.424.8614 (Total Pages: 2)

Charles J. Dinolfo, Trustee

The Anthony A. Dinolfo Trust

C/o Century 21 Pro-Team

5620 West 95th Street

Oak Lawn, IL 60453

Re: Lease Agreement (the "Lease") for Unit 4024 at 4024 West 59th Street, Chicago, Illinois between Chicago Title and Trust Company, as Trustee under Trust Agreement No. 2000001572, dated November 11, 1968 and The Anthony A. Dinolfo Trust dated September 5, 2001, as Landlord (the "Landlord"), and the Board of Education of the City of Chicago, as Tenant (the "Board") - Sparkle Center (Peck Pre-K)

Dear Chuck:


The purpose of this letter is to memorialize the agreement between the Landlord and the Board as agreed upon today with respect to the Lease.

The parties agree that (i) the Rent Commencement Date (as defined in the Lease, as amended) will begin on the later of (1) the approval by the City of Chicago's plumbing inspector of the build-out, or (2) September 1, 2008; (ii) Landlord, at Landlord's sole expense, shall be responsible for the installation of the fire alarm system and ensuring that this work is approved by The Chicago Fire Department inspector; and (iii) within 24 hours of the Landlord notifying the Board of the approval of the build-out by the plumbing inspector, which shall include a letter by Landlord's contractor, Twin Contractors, Inc. (the "Contractor"), evidencing that all of the required inspections by the building department have been completed and approved, Board and Contractor will jointly prepare a punch-list of items remaining to be completed by Landlord, which shall include, without limitation, the installation of the fire alarm system.

Charles J. Dinolfo, Trustee
August 27, 2008
Page 2 of 2

Please acknowledge your agreement to these terms by signing below and returning an executed signature page to me at your earliest convenience.

Very truly yours,



Lori J. Woodman

cc: Gary D. Cowen
Kevin Lowry

AGREED AND ACCEPTED THIS ____ day of August, 2008

THE ANTHONY A. DINOLFO TRUST

BY: 

Charles J. Dinolfo, Trustee

AMENDMENT #2 TO LEASE AGREEMENT

THIS AMENDMENT # 2 TO LEASE AGREEMENT ("Amendment # 2") is entered into between Chicago Title and Trust Company, as Trustee under Trust Agreement No. 2000001572, dated November 11, 1968 (the "**Trust**") and the Anthony A. Dinolfo Trust dated September 5, 2001 (the "**Sole Beneficiary**"), the Trust and the Sole Beneficiary being collectively referred to herein as the "**Landlord**", and the Board of Education of the City of Chicago, a body politic and corporate ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of August 1, 2007 (the "**Original Lease**"), for a term commencing August 1, 2007 and ending July 31, 2014, in which the Tenant leased Unit 4024 ("**Premises**") of a Shopping Center located at 4024 West 59th Street, Chicago, Illinois. The Original Lease was amended by that certain Amendment # 1 to Lease Agreement ("**Amendment #1**") in which the parties restated the eighth full paragraph in Section 8 of the Original Lease. The Original Lease and Amendment #1 are hereinafter referred to collectively as the "**Lease**,"

B. The parties desire to enter into this Amendment # 2 to Lease in order to restate: (i) Sections 1 and 5 of the Lease; and (ii) the seventh and eighth full paragraphs of Section 8 of the Lease, all on the terms and conditions as set forth.

AGREEMENT

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

1. All capitalized terms not defined in this 2nd Amendment shall have the same definition as set forth in the Lease.

2. The Lease is amended by deleting Section 1 in its entirety and replacing said Section 1 with the following:

"1. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for a term (the "**Term**") of eight (8) years and one (1) month commencing as of August 1, 2007 and ending on August 31, 2015 (the "**Original Term**").

3. The Lease is amended by deleting Section 5 in its entirety and replacing said Section 5 with the following:

"5. **BASIC RENT:** No Rent shall be due under this Lease until the Premises have been substantially completed as set forth in Section 8 of this Lease, and a Certificate of

Occupancy is issued by the City of Chicago (the "**Rent Commencement Date**"). For any partial month after the Rent Commencement Date shall occur (on a prorated basis) and from and after the first day of the first month thereafter (the "**First Month of Rent Commencement**") until the last day of the twelve (12) month period from and after said First Month of Rent Commencement (the "**First Basic Rent Year**"), the Basic Rent shall be Seventeen Dollars and Fifty Cents (\$17.50) per square foot for a total of Eighty-Two Thousand Seven Hundred Twenty Nine Dollars and Fifty Cents (\$82,792.50) per annum, and Six Thousand Eight Hundred Ninety-Nine Dollars and Thirty-Seven Cents (\$6,899.37) per month). On the first day of the first month after the expiration of the First Basic Rent Year, and on each twelve month anniversary thereafter, the Basic Rent shall increase by Fifty Cents (\$.50) per square foot, on a cumulative basis and on a prorated basis for any partial month. During the Renewal Term(s), the Basic Rent shall increase by three percent (3%) per annum over the Basic Rent payable at the end of the prior twelve month period. "

4. The Lease is amended by deleting the paragraph on page 7 which begins with "Upon completion of Landlord's Work..." in its entirety and replacing said paragraph on page 7 of the Lease with the following:

"Upon completion of Landlord's Work, Landlord shall furnish Tenant with "as-built" plans identifying the Landlord's Work as same has been constructed, a detailed breakdown of the costs of Landlord's Work and evidence of payment reasonably satisfactory to Tenant, and a certificate of occupancy for the Premises, if required. Within thirty (30) days of the last to occur of a submittal of an invoice to Tenant or Substantial Completion of the Landlord's Work (which is estimated not to exceed the sum of Three Hundred Forty-Five Thousand Six Hundred Seventy Dollars and No Cents (\$345,670.00)), the Tenant shall pay Landlord the lesser of the actual cost of the Landlord's Work, or the sum of Two Hundred Twenty-Seven Thousand Three Hundred Ninety-Five Dollars and No Cents (\$227,395.000) (which is equal to Forty-Eight Dollars and Six Cents (\$48.06) per rentable square foot in one lump sum payment. The entire cost of Landlord's Work in excess of Two Hundred Twenty-Seven Thousand Three Hundred Ninety-Five Dollars and No Cents (\$227,395.00) shall be the sole and exclusive responsibility of the Landlord."

5. Amendment #1 is amended by deleting Section 2 of said Amendment #1 in its entirety and replacing said Section with the following:

"The Landlord agrees that it will use its best efforts in order that the Work will be Substantially Completed within ninety days after the City of Chicago issues a Building Permit (the "**Completion Date**"). Notwithstanding the foregoing, if the Premises are not Substantially Completed on or before November 1, 2008, the Tenant shall have the right to terminate this Lease and, upon such termination of this Lease, all obligations of the Tenant to the Landlord under this Lease shall terminate and be of no further force or effect."

6. Except as specifically amended herein, all other terms of the Lease shall remain in full force and effect.

7. This Amendment # 2 to Lease Agreement is executed by Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee, and under the express direction of the beneficiaries of the said Trust. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve, or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Tenant, and by every person now or hereafter claiming any right or security hereunder, and that so far as the said Trustee is concerned, the owner of any indebtedness or liability accruing hereunder, shall look solely to the assets of said Trust and the proceeds thereof for the payment thereof. It is further understood and agreed that said Trustee merely holds the naked title to the shopping center herein described and has no control over, and under this Lease and assumes no responsibility for: (A) management or control of the shopping center; (B) the upkeep, inspection, maintenance or repair of the shopping center; (C) the collection of rents or the rental of the shopping center; and (D) the conduct of any business which is carried on upon the shopping center.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment # 2 to Lease Agreement as of the date set forth at the beginning of this document.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO. 2000001572 DATED NOVEMBER 11, 1968

By: [Signature]

ASST VICE PRESIDENT

Its: _____

Attest:

By: _____

**Attestation not required
pursuant to corporate by-laws.**

Its: _____



BENEFICIARY:

THE ANTHONY A. DINOLFO TRUST

By: [Signature]

Charles J. Dinolfo, Trustee

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: [Signature]

Patrick J. Rocks, General Counsel

AMENDMENT #1 TO LEASE AGREEMENT

THIS AMENDMENT # 1 TO LEASE AGREEMENT ("Amendment # 1") is entered into as of the first day of August, 2007, between Chicago Title and Trust Company, as Trustee under Trust Agreement No. 2000001572, dated November 11, 1968 (the "Trust") and the Anthony A. Dinolfo Trust dated September 5, 2001 (the "Sole Beneficiary"), the Trust and the Sole Beneficiary being collectively referred to herein as the "Landlord", and the Board of Education of the City of Chicago, a body politic and corporate ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of August 1, 2007 ("Lease") for a term commencing August 1, 2007 and ending July 31, 2014, in which the Tenant leased Unit 4024 ("Premises") of a Shopping Center located at 4024 West 59th Street, Chicago, Illinois; and

B. The parties desire to amend the Lease by restating the eighth full paragraph in Section 8 of the Lease on the terms and conditions as set forth.

AGREEMENT

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

1. All defined Terms used herein shall have the same meaning as in the Lease.
2. On pages 7 and 8 of the Lease, the eighth full paragraph of Section 8 of the Lease is stricken in its entirety and the following is substituted thereof:

"The Landlord agrees that it will use its best efforts in order that the Work will be Substantially Completed within ninety days after the City of Chicago issues a Building Permit (the "Completion Date"). Notwithstanding the foregoing, if the Premises are not Substantially Completed on or before June 1, 2008, the Tenant shall have the right to terminate this Lease and, upon such termination of this Lease, all obligations of the Tenant to the Landlord under this Lease shall terminate and be of no further force or effect."

3. Except as specifically amended herein, all other terms of the Lease shall remain in full force and effect.

4. This Amendment # 1 to Lease Agreement is executed by Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee, and under the express direction of the beneficiaries of the said Trust. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the

foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve, or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Tenant, and by every person now or hereafter claiming any right or security hereunder, and that so far as the said Trustee is concerned, the owner of any indebtedness or liability accruing hereunder, shall look solely to the assets of said Trust and the proceeds thereof for the payment thereof. It is further understood and agreed that said Trustee merely holds the naked title to the shopping center herein described and has no control over, and under this Lease and assumes no responsibility for: (A) management or control of the shopping center; (B) the upkeep, inspection, maintenance or repair of the shopping center; (C) the collection of rents or the rental of the shopping center; and (D) the conduct of any business which is carried on upon the shopping center.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment # 1 to Lease Agreement as of the date set forth at the beginning of this document.

LANDLORD:

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO. 3000001572 DATED NOVEMBER 1, 1988

By: EILEEN F. NEARY

Its: ASST. VICE PRESIDENT



Attest:

By: Attestation not required
pursuant to corporate by-laws.

Its: _____

BENEFICIARY

THE ANTHONY A. DINOLFO TRUST

By: [Signature]
Charles J. Dinolfo, Trustee

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: [Signature]
Patrick J. Rocks, General Counsel