

AMENDMENT #1 TO LEASE AGREEMENT

~~CHICAGO~~ **TITLE LAND TRUST COMPANY**

AS SUCCESSOR TRUSTEE TO

THIS AMENDMENT # 1 TO LEASE AGREEMENT ("Amendment # 1") is entered into as of the first day of July, 2005, between ~~LaSalle Bank~~, successor to American National Bank and Trust Company of Chicago, Trust Number 117863-08 ("Landlord") and the **Board of Education of the City of Chicago** ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of July 1, 2004, ("Lease") for a term commencing July 1, 2004 and ending June 30, 2014, in which the Tenant leased approximately 48,000 sq. ft. on the 3rd Floor and 16,000 sq. ft. on the 4th floor ("Premises") of a Building Complex located at 1900 North Austin, Chicago, Illinois; and

B. The parties desire to amend the Lease to: (i) add Additional Rent in order for the Landlord rather than the Tenant to provide for janitorial services and trash removal services; (ii) to provide for two (2) lump sum payments from the Tenant to the Landlord for parking signage and mail boxes; and (iii) to provide for an abatement of Rent for the last three (3) months of the Term of the Lease due to a delay in the delivery of the Premises, all of the foregoing 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. In Paragraph 2 of the Lease (Base Rent), the following sentence is added to the end of said Paragraph: "Notwithstanding the foregoing, Base Rent shall be abated for the final three (3) months of the Term of this Lease (April, May and June, 2014)."
3. As Additional Rent, Tenant shall pay Landlord for janitorial services and trash removal services, which Landlord agrees shall be added to the services that Landlord provides Tenant under Paragraph 11 B of the Lease. Paragraph 25 F of the Lease is stricken in its entirety. For the fiscal year July 1, 2005 to June 30, 2006, the Additional Rent for the foregoing shall be Six Thousand Nine Hundred and 00/100 Dollars (\$6,900.00) per month, which shall increase or decrease as of July 1st 2006 and each July 1st thereafter based upon Landlord's actual costs of providing such services.
4. Paragraph 25 E of the Lease is amended by striking the first two (2) sentences thereof and substituting the following therefor: "At no additional charge to Tenant, Landlord shall provide two hundred twenty-nine (229) parking spaces (in the general parking area owned by Landlord adjacent to the Building in which the Premises are located), for the employees, agents, customers, and invitees of Tenant to park automobiles. However, to obtain a "reserved" sign for each such parking space, the

Tenant shall pay the Landlord, as Additional Rent, in one lump sum, Sixteen Thousand Three Hundred Fifty and 00/100 (\$16,350.00) when the "reserved" signs are posted."

5. The Tenant shall pay the Landlord, as Additional Rent, in one lump sum, a sum not to exceed Five Thousand and 00/100 (\$5,000.00) for mailboxes required for the Premises when such mailboxes are installed.

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

7. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting (except as herein otherwise expressed and except Landlord warrants it has authority to execute this Amendment # 1) to be the representations, covenants, undertakings and agreements of the Landlord are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Landlord personally, but are made and intended for the purpose of binding only that portion of the trust property specifically leased hereunder, and this Amendment # 1 is executed and delivered by said Landlord not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; that no duty shall rest upon Landlord to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Landlord under said Trust Agreement, on account of the Lease, this Amendment # 1, or on account of any representations, covenants, undertakings or agreements of the Landlord, in this Amendment # 1 contained either expressly or implied, all such personal liability, if any, being expressly waived and released by the Tenant herein and by all persons claiming by, through or under said Tenant.

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

LANDLORD:

***CHICAGO TITLE LAND TRUST COMPANY**

AS SUCCESSOR TRUSTEE TO
*LaSalle Bank, successor to American National Bank and Trust Company of Chicago,
Trust Number 117863-08 **AND NOT PERSONALLY**

By: *[Signature]*

Its: **TRUST OFFICER**

Attest:

Attestation not required

By: pursuant to corporate by-laws.

Its: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Michael W. Scott
Michael W. Scott, President

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Board Report Number 05-0824-OP1
Amending 04-0623-OP7

Approved as to legal form: XL

Patrick J. Rocks
Patrick J. Rocks, General Counsel

15410W of LEASE

7-1-04
TO
6-30-2014

MAKE ALL RENT CHECKS PAYABLE
TO THE AUSTIN 1900 BUILDING COMPLEX

Board of Education
of The City of Chicago
125 S. Clark St., 16th Floor
Chicago, IL 60603

Initial Payment Summary:

First Month Rent	\$42,000
Mail Box Deposit (10 mailboxes)	\$1,000 (\$100 per 1 mailbox)
Parking Sign (15)	<u>\$1,500 (\$100 per sign)</u>
TOTAL	<u>\$44,500</u>

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into between LaSalle Bank, successor to American National Bank and Trust Company of Chicago, Trust Number 117863-08 (hereinafter referred to as "Landlord"), and the Board of Education of the City of Chicago (hereinafter referred to as "Tenant"):

WITNESSETH:

1. **Premises and Terms.** In consideration of the obligation of Tenant to pay Rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby accepts and leases from Landlord, a portion (hereinafter referred to as the "Premises") of certain real property, Building Complex and improvements (hereinafter collectively referred to as the "Building Complex") situated generally at 1900 N. Austin within the City of Chicago, County of Cook, State of Illinois, said Premises consisting of approximately 48,000 sq. ft. - 32,000 sq. ft. on the 3rd floor and 16,000 sq. ft. on the 4th floor of the Office Tower (including common area allowance), said Premises as outlined on the site plan contained in Exhibit "A", and including any parking areas and truck loading areas specifically marked in red on Exhibit "B" for the shared use of Tenant, said Exhibits being attached hereto and incorporated herein by reference, and all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the Premises.

TO HAVE AND TO HOLD the same for a Term commencing on 07/01/2004 and ending One Hundred Twenty (120) months thereafter on 06/30/2014, unless terminated pursuant to any provision hereof. Lease and monthly Rent payments begin 07/01/04. Subject to Landlord's obligation to complete the Tenant's Work by the Landlord set forth in Section 25 G below and the completion of the Tenant Improvements set forth in Section 25 H below, Tenant acknowledges that it has inspected the Premises, knows the condition thereof, and accepts such Premises, and specifically the Building Complex and improvements comprising the same, in their present condition, as suitable for the purposes for which the Premises are leased. Taking of possession by Tenant shall be deemed conclusively to establish that said Building Complex and other improvements are in good and satisfactory condition as of when possession was taken. Except for Landlord's obligation to complete the Tenant's Work by the Landlord set forth in Section 25 G below and Landlord's obligation to complete the Tenant Improvements set forth in Section 25 H below, Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, unless such are expressly set forth in the Lease. If this Lease is executed before the Premises become vacant or otherwise available and ready for occupancy, or if any present tenant or occupant of the Premises holds over, and Landlord cannot, using good faith efforts, acquire possession of the Premises prior to the date above recited as the commencement date of this Lease, Landlord shall not be deemed to be in default hereunder, nor in any way liable to Tenant because of such failure, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the "Commencement Date" and the Term of this Lease shall automatically be extended so as to include the full number of months hereinbefore provided for, except that if the Commencement Date is other than the first day of a calendar month, such Term shall also be extended for the remainder of the calendar month in which possession is tendered. Landlord hereby waives payment of Rent covering any period prior to such tendering of possession. After the Commencement Date, Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of delivery of the Premises.

2. **Base Rent.** Tenant agrees to pay to Landlord for the Premises in lawful money of the United States Rent for the initial Term hereof at the rate of Forty Two Thousand and 00/100 Dollars (\$42,000) per month, in advance, except that the monthly installment which otherwise shall be due on the Commencement Date recited above, shall

be due and payable on the date hereof. Thereafter, one such monthly installment shall be due and payable without demand on or before the first day of each calendar month succeeding the Commencement Date recited above during the Term; further provided, that the rental payment for any fractional calendar month at the commencement or end of the Lease Term shall be prorated.

3. Operating Expense Payments. Tenant shall, upon Landlord's request, pay as additional Rent, on a monthly basis, one-twelfth (1/12th) of the amount of any excess above the Base Year (Base Year defined herein as the calendar year 2004) of Tenant's Proportionate Share (as defined in paragraph 24 J) of Operating Expenses for the Building Complex. The term "Operating Expenses" means all costs and expenses incurred by Landlord with respect to the ownership, maintenance, and operation of the Building Complex including, but not limited to costs of Taxes (hereinafter defined) and fees payable to tax consultants and attorneys for consultation and contesting taxes, insurance, maintenance and repair of all portions of the Building, including without limitation paving and parking areas, roads, roofs, alleys, and driveways, mowing, landscaping, exterior painting, utility lines, all mechanical electrical & plumbing systems and other items described in this Lease, amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; charges or assessments of any association to which the Building Complex is subject; property management fees payable to a property manager; security services, if any; trash collection from common areas, and sweeping and snow removal. Operating Expenses shall not include - See Exhibit C.

If Tenant's total estimated payments for any year are less than Tenant's Proportionate Share of actual Operating Expenses excess over the Base Year, Tenant shall pay the difference to Landlord within thirty (30) days after demand. If the total payments of Tenant for any year are more than Tenant's Proportionate Share of the excess over Base Year of actual Operating Expenses for such year, Landlord shall retain such excess and credit it against Tenant's next payment or, if this Lease has terminated, pay such excess to Tenant within 30 days after actual Operating Expenses are determined. For purposes of calculating Tenant's Proportionate Share of the excess over Base Year of the Operating Expenses, a year shall mean a calendar year except the first year, which shall begin on the Commencement Date, and the last year, which shall end on the expiration of this Lease.

If Tenant disputes the amount of additional Rent set forth in any statement or supplement thereto delivered by Landlord, then subject to the terms and conditions set forth below, Tenant shall have the right to provide Notice to Landlord that it intends to inspect and copy, or cause its agents to inspect and copy Landlord's accounting records for the Calendar Year covered by such statement or supplement thereto during normal business hours ("Tenant Review"). Any Tenant Review shall take place at the office of the Landlord in the Building Complex or at such other location in Chicago, Illinois as Landlord may reasonably designate, and Landlord will provide Tenant with reasonable accommodations for the Tenant Review and reasonable use of available office equipment, but may charge Tenant for telephone calls and photocopies at Landlord's actual cost. Tenant shall provide Landlord with not less than fifteen (15) business days prior written notice of its desire to conduct the Tenant Review. In connection with the Tenant Review, Landlord shall furnish Tenant with whatever reasonable supporting documentation relating to the subject statement or supplement as Tenant may reasonably request, including any previous audit conducted for the year in question.

If following the Tenant Review, Tenant and Landlord continue to dispute the amounts of additional Rent shown on the statement or supplement and Landlord and Tenant are unable to resolve that dispute, the dispute shall be submitted to one of three (3) independent certified public accounts designated by Landlord as chosen by Tenant ("CPA"), whose decision shall be binding on the parties. If the resolution of the dispute results in an error in the calculation of Tenant's Proportionate Share of Operating Expense to be paid in such year, the parties sole remedy shall be for the parties to make appropriate payments or reimbursements, as the case may be, to each other as are determined to be owing. Any such payments shall be made within thirty (30) days following the resolution of the dispute. At Tenant's election, Tenant may treat any overpayments resulting from the foregoing resolution of such parties' dispute as a credit against Rent until such amounts are otherwise paid by Landlord. Tenant shall be responsible for all costs and expenses associated with Tenant's Review, and Tenant shall be responsible for all reasonable audit fees, attorneys' fees and related costs (collectively, the "Costs"), provided that if the parties' final resolution of the dispute involves the overstatement by Landlord of Operating Expenses for such year in excess of ten percent (10%), then Landlord shall be responsible for all Costs. An overcharge of Operating Expenses by Landlord shall not entitle Tenant to terminate this Lease. These provisions shall survive the termination of this Lease to allow the parties to enforce their respective rights hereunder.

4. Use.

A. The Premises shall be continuously used by Tenant for any lawful purpose. Tenant shall, at its own cost and expense, obtain any and all licenses and permits (except a Building Permit, which is the responsibility of Landlord) necessary for any such use. The parking of automobiles, trucks or other vehicles in the areas not specifically designated on Exhibit B (unless such other areas are designated by Landlord to be common parking areas) and the outside storage of any property (including, without limitation, over-night parking of trucks and other vehicles) are prohibited without Landlord's prior written consent. Tenant shall comply with all government orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. If, as a result of any change in the governmental laws, ordinances and regulations, the Premises must be altered to lawfully accommodate Tenant's use and occupancy thereof, such alterations shall be made only with the consent of Landlord, but the entire cost thereof shall be borne by Tenant; provided, that, the necessity of Landlord's consent shall in no way create any liability against Landlord for failure of Tenant to comply, or alter the Premises to comply, with such laws, ordinances and regulations. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the Building Complex in which the Premises are situated or unreasonably interfere with such tenants' use of their respective Premises or permit any use which would adversely affect the reputation of the Building Complex in which the Premises are situated. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable. Notwithstanding the foregoing, Tenant will be allowed to use science laboratory chemicals and flammable liquids in connection therewith as long as Tenant complies with all Fire Department regulations for this type of use. Tenant will not permit the Premises to be used for any purposes (including, without limitation, the storage of merchandise) in any manner which would render the insurance thereon void or increase the insurance rate thereof, and Tenant shall immediately cease and desist from such use, paying all cost and expense resulting from such improper use.

B. After the Tenant commences its use of the Premises, Landlord represents and warrants to the Tenant that the Building Complex and Premises shall comply with the Americans with Disabilities Act ("ADA"). If modifications to the Building Complex or Premises are necessary in order to comply with the ADA or regulations promulgated thereunder, Landlord agrees to bear the entire legal and financial responsibility for such compliance. Tenant agrees to maintain and operate the Premises in substantial compliance with all applicable environmental regulations at the Federal, State, and Local level. To ensure substantial compliance, Tenant agrees to pay special attention to any existing and future environmental regulations applicable to its particular type of business. Tenant will be solely responsible for any failure to comply with the standards set forth by the applicable environmental regulations. Tenant agrees to maintain and operate the Premises in substantial compliance with all Federal, State, and Local fire codes. To ensure substantial compliance, Tenant agrees to pay special attention to any existing and future fire codes that are applicable to its particular type of business. Tenant will be solely liable for the failure of its use of the Premises to comply with the Federal, State, and Local fire codes.

5. Taxes.

A. Landlord agrees to pay all general and special taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as "taxes") lawfully levied against the real property described herein, the structures situated thereon and the grounds, parking areas, driveways and alleys around the Building. If for any real estate tax year applicable to the Term hereof (or any renewal or extension of such Term), such taxes for such year shall exceed Base Year taxes, (Base Year defined herein as the calendar year 2004), Tenant shall pay to Landlord, as additional Rent, upon demand, at the time the bill for each installment for such tax year issues, its Proportionate Share of the amount of such excess applicable to each installment, less any monthly payments paid by Tenant as provided below for such tax year, upon the issuance of the actual bills (as distinguished from any estimated bill) for taxes to be paid in the calendar year 2004 and upon the issuance of such actual bills in each succeeding calendar year during the Term hereof. Tenant shall, upon Landlord's request, commencing with the first day of the month next succeeding the date on which the taxes covered by such bill are due without penalty and on the first day of each of the next eleven months, pay as additional Rent and not as a deposit, one twelfth (1/12th) of its Proportionate Share of the amount of the excess above the Base Year. In addition, Tenant shall pay upon

demand its Proportionate Share of any fees, expenses and costs incurred by Landlord in protesting any assessments, levies or the tax rate.

B. If at any time during the Term of this Lease, the present method of taxation shall be changed, so that in lieu of the whole or any part of any taxes, assessments or governmental charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future structures or Building Complex on the Premises, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the Term "taxes" for the purposes hereof. Notwithstanding the foregoing, Taxes shall not include: inheritance taxes, gift taxes, transfer taxes, franchise taxes, excise taxes, net income taxes, profit taxes on retail space. Landlord shall not recover in excess of 100% of the Taxes for the Building Complex.

C. Any payment to be made pursuant to this Paragraph 5 with respect to the real estate tax year in which this Lease commences or terminates shall be prorated.

6. Landlord's Repairs. Landlord shall, at its sole cost and expense, maintain the structural portions of the Building, including, but not limited to the roof, foundation, and exterior walls of the Building, sprinkler system, parking lot, heating systems, electrical and plumbing systems (outside of Tenant's Premises) including regular maintenance contracts, all dock repair on shared docks only, common area trash removal, snow removal, landscaping and pest control in common areas only. Landlord shall perform the paving and landscape maintenance for the grounds around the Building, including, but not limited to, the mowing of grass, care of shrubs, painting, common sewage line plumbing, and repair and maintenance of any other items. Tenant shall immediately give Landlord written notice of any defect or need for repairs in the foundation and exterior walls, after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect. The Term "walls" as used herein shall not include windows, glass or plate glass, interior doors, or special store fronts or office entries. Landlord's repair obligations under this Paragraph 6 shall not affect or diminish the Tenant's obligation to pay its Proportionate Share of Operating Expenses under Paragraph 3.

7. Tenant's Repairs.

A. Reasonable wear, tear, and casualty excepted, Tenant shall, at its own cost and expense, keep and maintain all parts of the Premises under Lease to Tenant, in good condition, promptly performing all maintenance and making all necessary repairs and replacements, whether ordinary or extraordinary, with materials and workmanship of the same character, kind and quality as the original, including but not limited to, windows, glass and plate glass, Tenant's doors, skylights, any special office entries, interior walls and finish work, floors and floor coverings, private heating and air conditioning systems, electrical systems and fixtures, interior plumbing work and fixtures, termite and pest extermination, and regular removal of trash and debris. In addition, Tenant shall be responsible for any damage to areas of the Building shared in common with other tenants of the Building, if such damage was caused by the negligence of Tenant. Upon termination of this Lease in any way, Tenant will yield up the Premises to Landlord in good condition and repair, ordinary wear and tear and loss by fire or other casualty excepted. If Tenant neglects to keep its Premises in such condition, Landlord reserves the right to enter Tenant's Premises, make any necessary repairs, and charge Tenant for the repairs plus a 5% add on.

B. Tenant shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole cost and expense, promptly repair any damage or injury to any demising wall caused by Tenant or its employees, agents or invitees, ordinary wear, tear, and casualty excepted.

C. Tenant and its employees, customers and licensees shall have the nonexclusive right to use, in common with the other parties occupying said Building, common parking areas, if any (exclusive of any parking or work load areas designated or to be designated by Landlord for the exclusive use of Tenant or other tenants occupying or to be occupying other portions of the Building), driveways and alleys adjacent to said Building, subject to such reasonable rules and regulations as Landlord may from time to time prescribe.

D. Except for fire or other casualty or condemnation, Tenant shall, at its own cost and expense, pay to the Landlord any excess over the Landlord's insurance deductibles, for the cost of the repair to any damage to the Premises resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, servants, employees, patrons, customers, or any other person entering upon the Premises as a result of Tenant's business activities or caused by Tenant's default hereunder.

8. **Alterations.** Tenant shall not make any alterations, additions or improvements to the Premises (including, without limitation, the roof and wall penetrations) without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves, bins, machinery and other trade fixtures as it may deem advisable, without altering the basic character of the Building Complex or improvements and without overloading or damaging such Building Complex or improvements, and in each case after complying with all applicable government orders, ordinances, regulations and other requirements. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the Term of this Lease and shall become the property of Landlord as of the date of termination of this Lease or upon earlier vacating of the Premises and title shall pass to Landlord under this Lease as by a bill of sale. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this Lease if Tenant so elects and shall be removed by the date of termination of this Lease or upon earlier vacating of the Premises. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the Building Complex and other improvements within which the Premises are situated. If Landlord shall consent to any alterations, additions or improvements proposed by Tenant, Tenant shall make all construction and/or repairs in accordance with all governmental laws, ordinances, rules and regulations and shall, prior to any vendor constructing or making such repairs, provide such assurances to Landlord, (including, but not limited to, waivers of lien, surety company performance bonds and personal guaranties of individuals of substance) as Landlord shall reasonably require to protect Landlord against any loss from any mechanics, laborers or materialmen's liens, or other liens.

9. **Signs.** Tenants shall not install any exterior lights, decorations, balloons, flags, pennants, banners or paintings or install any signs, windows or door lettering, decorations, or advertising media upon the exterior of said Building Complex, except that Landlord will provide, at Tenant's request and cost, Landlord's standard identification sign, which sign shall be removed by Tenant upon termination of this Lease.

10. **Inspections.** With advance notice of at least forty-eight hours (except in the case of emergencies), Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the following purposes with as minimal interruption of Tenant's business as possible under the circumstances: (i) to ascertain the condition of the Premises; (ii) to determine whether Tenant is diligently fulfilling Tenant's responsibilities under this Lease; (iii) to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; or (iv) to do any other act or thing which Landlord deems reasonable to preserve the Premises and the Building Complex and improvements of which the Premises are a part. During the last six (6) months of the Term of this Lease, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises and shall have the right to erect on the Premises suitable signs indicating that the Premises are available for Lease. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

11. **A Utilities.** Landlord shall pay all non-production water, gas, heat, light, sewer, sprinkler system charges and other utilities and services used on or from the Premises, including without limitation, any central station signaling system installed by Landlord in the Premises or the Building Complex of which the Premises are a part, together with any taxes, penalties, and surcharges or the like pertaining thereto or any maintenance charges for utilities. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises. Notwithstanding the foregoing, if the Tenant is unable to use the Premises for more than one-hundred twenty (120) consecutive days as a result of the failure or interruption of utility services or for any other reason not caused by the Tenant, the Tenant shall have the right to terminate this Lease. Landlord's obligation to so pay for utilities and

services under this Paragraph 11A shall not affect or diminish the Tenant's obligation to pay its Proportionate Share of Operating Expenses under Paragraph 3.

11. B Service. Landlord shall provide the following services on all days during the Term of this Lease, excepting Sundays and holidays, unless otherwise stated:

A. Heat and air conditioning daily from 8 A.M. to 6 P.M. (Saturdays which are not a holiday from 8 A.M. to 1 P.M.) Sundays and holidays excepted, in accordance with the following standards: the heating shall be capable of maintaining inside space conditions of not less than 68° F when the outside air temperature is not less than minus 10° F dry bulb and the air cooling shall be capable of maintaining inside space conditions of 78° F dry bulb and 80% relative humidity when outside conditions are 91° F dry bulb and 78° F wet bulb. . Upon reasonable advance request, Landlord shall furnish air-conditioning and heating at times other than the times listed above at utility rates and engineers cost equal to Landlord's Cost therefor. The term "Landlord's Cost", when used in this Lease, shall be deemed to mean the minimum reasonable cost required to provide such service with a fifteen percent (15%) overhead fee to Landlord. The Landlord's Cost for supplying heating and air conditioning to Tenant shall be calculated on an hourly after hours basis or, alternately, shall be shared proportionately between the Tenant and other Tenants, if any, located in the same HVAC zone who are receiving the benefit of such service at the same time as the Tenant.

B. Adequate passenger elevator service in common with other tenants at all times and freight elevator service subject to scheduling by Landlord. The elevators, or any of them, may be operated by manual and/or automatic control as Landlord from time to time may determine. Landlord shall not be obligated to furnish an operator for any automatic elevator.

C. Hot and cold water from the standard Building Complex outlets for drinking, lavatory, sprinkler system and toilet purposes.

D. Adequate electrical wiring and facilities for Tenant's use. Electric service shall be individually metered to the Premises. All charges for electric service shall be billed directly to Tenant by the company furnishing same and Tenant shall be solely responsible for making such arrangements with such company as may be necessary for the furnishing thereof to the Premises. Tenant shall bear the cost of maintenance of light fixtures and replacement of bulbs, tubes and ballasts, as well as the utility company's direct bills for Tenant's metered charges.

E. All necessary freight elevator services subject to scheduling by Landlord, as well as the right to use all designated loading docks.

F. Such additional services on such terms and conditions as may be mutually agreed upon by Landlord and Tenant.

12. Assignment and Subletting.

A. Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, without the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed) and such restrictions shall be binding upon any assignee or subtenant to which Landlord has consented.

In the event Tenant desires to sublet the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord within a reasonable time prior to the proposed Commencement Date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease upon the occurrence of an "event of default" (as hereinafter defined), if the Premises or any part thereof are then assigned or sublet. Landlord, in addition to any other remedies herein provided, or provided by law, may, at its option collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such

Rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. All rental collected from Subtenant, which exceeds the rental amount due Landlord, under the terms of this Lease (the "spread"), will be paid directly to Landlord.

B. In addition to, but not in limitation of, Landlord's right to approve of any subtenant or assignee, Landlord shall have the option in its sole discretion, in the event of any proposed subletting or assignment, to terminate this Lease, or in the case of a proposed subletting of less than the entire Premises, to recapture the portion of the Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised, if at all, by Landlord giving Tenant written notice thereof within sixty (60) days following Landlord's receipt of Tenant's written notice as required above. If this Lease shall be terminated with respect to the entire Premises pursuant to this paragraph, the Term of this Lease shall end on the date stated in Tenant's notice as the effective date of the sublease or assignment as if that date had been originally fixed in this Lease for the expiration of the Term hereof; provided, however, that effective on such date Tenant shall pay Landlord all amounts, as reasonably estimated by Landlord, payable by Tenant to such date, with respect to Operating Expenses which are the responsibility of Tenant hereunder. Further, upon any such cancellation, Landlord and Tenant shall have no further obligations or liabilities to each other under this Lease, except with respect to obligations or liabilities which accrued hereunder as of such cancellation date (in the same manner as if such cancellation date were the date originally fixed in this Lease for the expiration of the Term hereof). If Landlord recaptures under this paragraph only a portion of the Premises, the Rent during the unexpired Term hereof shall abate proportionately based on the Rent per square foot contained in this Lease as of the date immediately prior to such recapture.

13. Fire and Casualty Damage.

A. Landlord agrees to maintain standard fire and extended coverage insurance covering the Building Complex of which the Premises are a part, insuring against the perils of fire and lightning and including extended coverage, or at Landlord's option all risk coverage, such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the State of Illinois for use by insurance companies admitted in such state for the writing of such insurance on risks located within such state. Subject to the provisions of subparagraphs 13C and 13D below, such insurance shall be for the sole benefit of Landlord and under its sole control. If during the second full Lease year after the Commencement Date of this Lease, or during any subsequent year of the primary Term or any renewal or extension, Landlord's cost of maintaining such insurance shall exceed Landlord's cost of maintaining such insurance for the first full Lease year of the Term hereof, Tenant agrees to pay to Landlord, as additional rental, Tenant's full Proportionate Share (as defined in subparagraph 24 J) of such excess. Said payments shall be made to Landlord within ten (10) days after presentation to Tenant of Landlord's statement setting forth the amount due, and the failure to pay such excess shall be treated in the same manner as a default in the payment of Rent hereunder when due. Any payment to be made pursuant to this subparagraph 13A with respect to the year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full year as the part of such year covered by the Term of this Lease bears to a full year. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained by Landlord hereunder unless Landlord is included as an additional insured thereon. Tenant shall immediately notify Landlord whenever any such separate insurance is taken out and shall promptly deliver to Landlord Certificates of Insurance or the policy or policies of such insurance. Such policy shall provide that not less than thirty (30) days written notice shall be given to Tenant before such policy may be canceled or changed to reduce insurance provided thereby.

B. If the Building Complex situated upon the Premises should be damaged or destroyed by fire, tornado or other casualty, Tenant shall give immediate written notice to Landlord of any such damage or destruction of which Tenant has actual knowledge.

C. If the Building Complex situated upon the Premises should be damaged by any peril covered by the insurance to be provided by Landlord under subparagraph 13A above, but only to such extent that rebuilding or repairs can, in Landlord's reasonable estimation, be completed within one hundred-twenty (120) days after such damage, this Lease shall not terminate (in the event that Landlord elects to rebuild), and Landlord shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such Building Complex to substantially the condition in which existed prior to such damage, except Landlord shall not be required to rebuild,

repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenant. If the Premises are untenable, in whole or in part, following such damage, the Rent payable hereunder during the period in which the Premises are untenable shall be abated to such extent as may be fair and reasonable under all of the circumstances, effective upon the date of the occurrence of such damage. If Landlord should fail to complete such repairs and rebuilding within one hundred-twenty (120) days after the date of such damage, Tenant may, at its option, terminate this Lease by delivering written notice of termination to Landlord as Tenant's exclusive remedy, whereupon all rights and obligations hereunder shall cease and terminate: provided, however, that if construction is delayed because of changes, deletions, or additions in construction requested by Tenant, strikes, lockouts, casualties, acts of God, war, material or labor shortages, Governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

D. If the Building Complex situated upon the Premises should be damaged or destroyed by fire, tornado or other casualty and Landlord is not required to rebuild pursuant to the provisions of subparagraph 13C hereof, this Lease shall terminate and the Rent shall be abated for the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

E. Tenant covenants and agrees to maintain insurance or self-insurance on all alterations, additions, partitions and improvements erected by or on behalf of Tenant in, on, or about the Premises in an amount not less than ninety percent (90%) (or such greater percentage as may be necessary to comply with the provisions of any co-insurance clause of a policy) of the "replacement cost" thereof, as such Term is customarily defined in a Replacement Cost Endorsement issued in the State of Illinois. If insured: (i) such insurance shall insure against the perils and be in form, including stipulated endorsements, as provided in subparagraph 13A hereof; (ii) such insurance shall be for the sole benefit of Tenant and under its sole control; provided that Tenant shall be obligated to immediately commence the rebuilding of the improvements erected by Tenant and to apply such proceeds in payment of the cost thereof if the Premises are restored by Landlord; (iii) all such policies shall be procured by Tenant from responsible insurance companies reasonably satisfactory to Landlord; and (iv) certified copies of policies of such insurance, together with receipt evidencing payment of the premiums therefor, shall be delivered to Landlord prior to the Commencement Date of this Lease. Such policies shall further provide that not less than thirty (30) days written notice shall be given to Landlord before such policy may be canceled or changed to reduce insurance provided thereby.

F. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance or self-insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, including any other tenants or occupants of the remainder of the Building Complex in which the Premises are located; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such releases shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

G. If there is any damage or destruction to the Premises by any peril covered by the provisions of this Paragraph 13, Tenant shall, upon notice from Landlord, forthwith remove, at its sole cost and expense, such portion or all of Tenant's shelves, bins, machinery and other trade fixtures and all other property belonging to Tenant or its licensees from such portion or all of the Premises as Landlord shall request and Tenant hereby indemnifies and holds harmless the Landlord (including without limitation the trustee and beneficiaries if Landlord is a trust), Landlord's agents and employees from any loss, liability, claims, suits, costs, expenses, including reasonable attorney's fees and damages, both real and alleged, arising out of any damage or injury as a result of the failure to properly secure the Premises prior to such removal and/or as a result of such removal.

14. **Liability.** Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the negligence or misconduct of Tenant, its agents, servants or employees. Tenant shall either self-insure or procure and maintain throughout the Term of this Lease a policy or policies of insurance,

in form and substance satisfactory to Landlord, at Tenant's sole cost and expense, insuring both Landlord (and if Landlord is a trust, the trustee, beneficiaries and their agents) and Tenant in the amount of not less than \$2,000,000 per occurrence in respect of injury to persons (including death), and in the amount of not less than \$250,000 per occurrence in respect of property damage or destruction, including loss of use thereof. All such policies, if any, shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. Certified copies of such policies, if any, together with receipt evidencing payment of premiums therefor, shall be delivered to Landlord prior to the Commencement Date of this Lease. Not less than thirty (30) days prior to the expiration date of any such policies, certified copies of the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to Landlord. Such policies shall further provide that not less than thirty (30) days written notice shall be given to Landlord before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

15. Condemnation.

A. If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall occur.

B. If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in the subparagraph above, this Lease shall not terminate but the Rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances and Landlord shall undertake to restore the Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all the circumstances.

C. In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings; provided that Tenant shall not be entitled to receive any award for Tenant's loss of its leasehold interest, the right to such award being hereby assigned by Tenant to Landlord.

16. Holding Over. Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of: (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental (or daily rental under (iii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional Rent, be equal to 150% of the rental being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (iii) on the basis of a 365 day year for each day Tenant remains in possession) for the first thirty (30) days of such holdover and shall be double such rental thereafter. If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the Rent in the preceding sentence. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease, for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

17. Quiet Enjoyment. Landlord covenants that it now has, or will acquire before Tenant takes possession of the Premises, good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, such mortgage or mortgages as are permitted by the terms of this Lease and easements, restrictions and other conditions of record. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

18. Events of Default. The following shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the Rent herein reserved, any other amount treated as additional Rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as additional Rent hereunder, and such failure shall continue for a period of fifteen (15) days from the date such payment was due; or

B. Tenant shall fail to comply with any Term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within thirty (30) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant; provided, however, that, if the default is such that it cannot be cured within such thirty (30) day period, Tenant shall not be in default under this Lease if Tenant commences the cure of such default within said thirty (30) day period and diligently pursues the cure thereof and cures such default no later than ninety (90) days after such notice from the Landlord; or

C. Except for holidays and summer and spring vacation periods, Tenant shall abandon or vacate any substantial portion of the Premises; or

D. Tenant shall fail to immediately vacate the Premises upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or

E. The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment thereon and have the same released, and such default shall continue for thirty (30) days after written notice thereon to Tenant; or

F. Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof; or

G. A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, for the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof.

19. Remedies. Upon the occurrence of any of such events of default described in Paragraph 18 hereof or elsewhere in this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

A. Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease;

B. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage

resulting therefrom, Tenant hereby waiving any right to claim damage for such re-entry and expulsion, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law;

C. Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all Rent, including any amounts treated as additional Rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (i) an amount equal to the then present value of the Rent, including any amounts treated as additional Rent hereunder, and other sums provided therein to be paid by Tenant for the residue of the stated Term hereof, less the fair rental value of the Premises for such residue (taking into account the time and expense necessary to obtain a replacement tenant or tenants, including expenses hereinafter described in subparagraph (D) relating to recovery of the Premises, preparation for reletting and for reletting itself), and (ii) the cost of performing any other covenants which would have otherwise been performed by Tenant;

D. (i) Upon any termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (B) above, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the Rent, including any amounts treated as additional Rent, hereunder for the full Term. In any such case, Tenant shall pay forthwith to Landlord, if Landlord so elects, a sum equal to the entire amount of the Rent, including any amounts treated as additional Rent hereunder, for the residue of the stated Term hereof plus any other sums provided herein to be paid by Tenant for the remainder of the Lease Term.

(ii) Landlord shall attempt to mitigate its damages by reletting the Premises or any part thereof for such Rent and upon such terms as Landlord in its reasonable discretion shall determine (including the right to relet the Premises for a greater or lesser Term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the reasonable cost thereof, together with Landlord's reasonable expenses of reletting, including, without limitation, any brokers commission incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all Rent, including any amounts treated as additional Rent hereunder and other sums reserved in this Lease for the remaining Term hereof, together with the costs of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and the collection of the Rent accruing therefrom (including reasonable attorney's fees and broker's commissions), Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover any sums falling due under this section from time to time;

E. Landlord may, at Landlord's option, enter into and upon the Premises, with or without process of law, if Landlord determines in its reasonable discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Tenant agrees to reimburse Landlord, on demand, as additional Rent, for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease;

F. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

In the event Tenant fails to pay any installment of Rent, including any amount treated as additional Rent hereunder,

or other sums hereunder within fifteen (15) days after such installment or other charge is due, Tenant shall pay to Landlord on demand a late charge in an amount equal to Ten percent (10%) of such installment or other charge overdue if not paid on or before said fifteen (15) day period. Thereafter, any amounts not paid shall be subject to an additional charge of Ten percent (10%) each month thereafter until paid in full to help defray the additional cost to Landlord for processing such late payments, and such late charge shall be additional Rent hereunder and the failure to pay any of the late charges described above within ten (10) days after demand therefor shall be an additional event of default and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the Term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of Rent or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

20. Mortgages. On the condition that Tenant's right to possession shall not be disturbed if Tenant is not in default under this Lease, Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deeds(s) of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any reasonable instruments, releases or other documents which may be required by any mortgagee for the purposes of subjecting and subordinating this Lease to the lien of any such mortgage or for the purpose of evidencing the superiority of this Lease to the lien of any such mortgage, as may be the case, on the condition that such instruments, releases, or other documents do not increase the Tenant's financial obligations under this Lease or change the business terms of this Lease including, but not limited to, the Term of this Lease and Options to Renew the Term of this Lease.

21. Landlord's Liability. Tenant acknowledges that the liability of Landlord with respect to its obligations pursuant to this Lease is limited solely to Landlord's equity interest in the Building Complex. Tenant shall look solely to Landlord's equity interest in the Building Complex to satisfy any claim or judgment against or, if any liability or obligation of Landlord to Tenant. No recourse shall be had by Tenant against Landlord or the assets of Landlord (other than the equity interest of Landlord in the Building Complex) to satisfy any claim or judgment of Tenant against Landlord or any obligation or liability of Landlord to Tenant.

22. Mechanic's and Other Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the Rents payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease. Tenant will not permit any mechanic's lien or liens or any other liens which may be imposed by law affecting Landlord's or its mortgagees' interest in the Premises or any building or other improvements of which the Premises are part to be placed upon the Premises or any building improvement thereon during the Term hereof, and in case of the filing of any such lien Tenant will promptly pay same. If any

such lien shall remain in force and effect for thirty (30) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege, at Landlord's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately on rendition of a bill therefor. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Landlord and Landlord's mortgagee in the Premises and Landlord and any such mortgagee are, by the expiration of said thirty (30) day period, furnished such protection, and indemnification against any loss, cost or expense related to any such lien and the contest thereof as are reasonably satisfactory to Landlord and any such mortgagee.

23. Notice. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

A. All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to The Austin 1900 Building LP, 1900 N. Austin, Fourth Floor, Chicago, Illinois 60639 or to such other entity at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

B. All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address herein below set forth, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

C. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited with an over-night delivery service such as Federal Express addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD:

The Austin 1900 Building L.P.
Attn: Peter T. Arenson
1900 N. Austin, 4th floor
Chicago, Illinois 60639

TENANT:

Board of Education of the City of Chicago
125 South Clark Street, 16th Floor
Chicago, IL 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, IL 60603
Attention: General Counsel

If and when included within the Term "Landlord", as used in this Lease, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord. If and when included within the Term "Tenant", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for their receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant", respectively, shall be bound by notice given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

24. Miscellaneous.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

B. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. Landlord shall have the right to assign any of its rights and obligations under this Lease and Landlord's grantee or Landlord's successor, as the case may be, shall upon such assignment, become Landlord hereunder, thereby freeing and relieving the grantor or assignor, as the case may be, of all covenants, and obligations of Landlord hereunder. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease. Nothing herein contained shall give any other tenant in the Building Complex of which the Premises are a part any enforceable rights either against Landlord or Tenant as a result of the covenants and obligations of either party set forth herein.

C. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

D. Tenant shall at any time and from time to time within thirty (30) days after written request from Landlord execute and deliver to the Landlord or any prospective Landlord or mortgagee or prospective mortgagee a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee or prospective mortgagee certifying and stating as follows: (i) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Lease as so modified or amended is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Tenant has no offsets or defenses to its performance of the terms and provision of this Lease, including the payment of Rent, or if there are any such defenses or offsets, specifying the same; (iv) Tenant is in possession of the Premises, if such be the case; (v) if an assignment of rents or leases has been served upon Tenant by a mortgagee or prospective mortgagee, Tenant has received such assignment and agrees to be bound by the provisions thereof; and (vi) any other accurate statements reasonably required by Landlord or its mortgagee or prospective mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee and their respective successors and assigns and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any misstatement contained in such estoppel certificate.

E. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

F. All obligations of either party hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to taxes, and insurance and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to Tenant vacating the Premises, Landlord and Tenant shall jointly inspect the Premises and Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including without limitation heating and air conditioning systems and equipment therein, in good condition and repair ordinary wear and tear and casualty excepted. Any work required to be done by Tenant prior to its vacation of the Premises which has not been completed upon such vacation, shall be completed by Landlord and billed to Tenant. Tenant shall also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for unpaid real estate taxes for the years during the Term of this Lease for which such taxes are a lien against the Premises, and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations to Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under the subparagraph 24F.

G. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Lease that in lieu of each such clause, phrase, provision or portion of this Lease that is invalid or unenforceable, there be added as a part of this Lease contract a clause, phrase, provision

or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

H. Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound hereby until its delivery to Tenant of an executed copy hereof signed by Landlord, already having been signed by Tenant, and until such delivery Landlord reserves the right to exhibit and Lease the Premises to other prospective tenants.

I. All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date in point of time, on which all parties hereto have executed this Lease.

J. "Tenant's Proportionate Share" or "Proportionate Share", as used in this Lease, shall be 10.6667%.

K. For purposes of this Lease "Base Year" shall mean the calendar year 2004.

25. Special Provisions

A. Hazardous Activities: Except for science laboratory chemicals and flammable liquids in connection therewith, Tenant agrees that it shall conduct no hazardous activities, operate hazardous machinery, store or deal with hazardous or toxic materials nor permit or allow hazardous or toxic odors in, around or arising from the Leased Premises or the use thereof, without in each such instance the prior written consent of Landlord, Landlord's insurance agent and all applicable government and regulatory authorities.

B. Lease Rental Rate. Base Term Rental shall be at the rates as set forth below:

<u>DATE</u>	<u>MONTHLY BASE RENT</u>
07/01/04 - 06/30/05	\$42,000 504,000
07/01/05 - 06/30/06	\$43,470 521,640
07/01/06 - 06/30/07	\$44,991 539,892
07/01/07 - 06/30/08	\$46,566 558,792
07/01/08 - 06/30/09	\$48,196 578,352
07/01/09 - 06/30/10	\$49,833 597,996
07/01/10 - 06/30/11	\$51,629 619,548
07/01/11 - 06/30/12	\$53,436 641,232
07/01/12 - 06/30/13	\$55,306 663,672
07/01/13 - 06/30/14	\$57,242 686,904

C. Automatic Options to Renew

It is hereby agreed that Tenant shall have Options to Renew this Lease for the Premises for two (2) additional ten (10) year periods, the 1st Option to Renew being from 07/01/2014 to 06/30/2024 and the 2nd Option to Renew being from 07/01/2024 to 06/30/34.

The 1st Option to Renew shall be deemed to be automatically exercised unless Tenant gives to Landlord written notice prior to 07/01/2013 of its intent not to exercise the 1st Option to Renew and, if this Lease is so renewed, the 2nd Option to Renew shall be deemed to be automatically exercised unless Tenant gives the Landlord written notice prior 07/01/2023 of its intent not to exercise the 2nd Option to Renew. During any Option Period, the Base Rent under this Lease will be at a monthly rental rate equal to the monthly rate as of 06/30/2014, with 3.5% yearly increases on July 1, 2014 and on the first day of July during each year thereafter.

At any time at least thirty (30) days prior to the commencement of either Option to Renew, Landlord may unilaterally revoke the Option to Renew if Tenant is in Default of any material provision of this Lease which has not been cured within any applicable cure period. In order to be valid, the revocation of the Option to Renew must be in writing and must be delivered to Tenant at least thirty (30) days prior to the expiration of the Lease Term or the 1st Renewal Option, as the case may be.

D. Noise. Tenant shall use its best efforts to minimize noise emanating from the Leased Premises. Landlord and Tenant shall agree on initial placement of any large machinery within the Leased Premises.

E. Parking. Landlord shall permit the employees, agents, customers, and invitees of Tenant to use, for the parking of automobiles, the general parking area owned by the Landlord adjacent to the building in which the Leased Premises are located. Landlord will provide Tenant with a reasonable number of parking stickers for Tenant's employees free of charge. **VEHICLES LEFT IN THE PARKING LOT AFTER NORMAL BUILDING HOURS WILL BE TOWED UNLESS THEY HAVE A PARKING STICKER.** Also, there is no parking inside the warehouse. Any vehicle left unattended will be towed.

F. Garbage. Tenant shall be responsible for its own scavenger/garbage service, it being expressly understood that Landlord will not provide such service.

G. Construction by Landlord: Landlord agrees to perform the following at the sole cost and expense of the Landlord:

Expanded bathrooms approved by the Tenant's architects.
Fire sensor board for 3rd and 4th floors.
Windows approved by the Tenant's architects.
Remove old ceiling tiles and floor tiles on the 3rd and 4th floors

H. Tenant Improvements.

1. The Tenant has, at Tenant's sole cost and expense, caused to be prepared and submitted to the Landlord plans and specifications (hereinafter referred to as the "Tenant's Plans"), including, but not limited to, all space plans, working drawings, mechanical and engineering drawings for Landlord's prior approval, disclosing all construction to be performed to build out the Premises. The Landlord has reviewed and approved the Tenant's Plans. No change shall be made to the Tenant's Plans or the final finishes without, in each instance, the prior written consent of the Landlord.

2. The Landlord has agreed to build out the Premises in substantial 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 "Tenant's Work" or "Work"), subject to Tenant's reasonable approval as to the qualifications of any such contractor used by Landlord ("Landlord's Contractor"). 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. Such Work performed by Landlord's Contractor 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. The Landlord and Tenant shall cooperate with each other in obtaining a Building Permit from the City of Chicago. Landlord shall permit Tenant to observe all construction operations within the Premises performed by Landlord's Contractor. 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's supervisor shall be deemed or construed as an assumption by said supervisor or 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, or is suitable or acceptable to the Tenant for Tenant's intended business purposes. Landlord shall, prior to commencement of any installations, alterations or additions and Tenant's Work, furnish to Tenant, contractor's affidavits identifying all labor and material to be expended and used in constructing the Premises.

3. The Tenant reserves the right from time to time, but not more often than monthly, to require the Landlord to furnish partial or final lien waivers (as applicable) and sworn contractors' statements and all other reasonable information Tenant may request, in writing, so as to enable the Tenant to determine the status of (i) the preparation of Tenant Plans, (ii) all contracts let or to be let in relation to the Work; (iii) the cost of all Work, including the cost of any extras or modifications requested by the Tenant after Landlord's approval of Tenant's Plans; (iv) the status of completion of the Work; (v) the status of payment to all contractors, subcontractors and materialmen in relation to the Work; (vi) the status of

Landlord's obligations to obtain partial and final lien waivers, as the situation may require, from all contractors, subcontractors and materialmen in relation to the Work; and (vii) the status of any adverse claims or disputes with contractors, subcontractors or materialmen in relation to the Work. The Landlord shall furnish such information as Tenant may reasonably require to evidence the foregoing no later than twenty (20) days subsequent to the date the Tenant requests the same, in writing.

4. Landlord agrees to pay for the cost of the Tenant Improvements, which cost shall not be less than the sum of Nine Hundred Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$937,500.00). Subject to abatement as provided below, Tenant shall pay Landlord the following for the Tenant Improvements:

- the sum of Four Hundred Sixty Eighty Thousand Seven Hundred Fifty and 00/100 Dollars (\$468,750.00) upon the execution of this Lease;
- the sum of Two Hundred Eighty One Thousand Two Hundred Fifty and 00/100 Dollars (\$281,250.00) upon fifty percent (50%) completion of the Tenant Improvements; and
- the sum of One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00) upon Substantial Completion (as defined below) of the Tenant Improvements.

5. Tenant's obligation to make the final payment for the Tenant Improvements is conditioned upon "Substantial Completion" of the Tenant Improvements. The Tenant Improvements shall be deemed to be substantially completed ("Substantially Completed" or "Substantial Completion") when Tenant's Architect certifies that it has been completed in accordance with Tenant's Plans (except for "Punch List Items" as defined hereinafter). Upon Substantial Completion of the Tenant Improvements, the Landlord and Tenant shall inspect the Premises and jointly prepare a punch list of agreed upon items of Tenant Improvements remaining to be completed by Landlord (the "Punch List Items").

6. The parties contemplate that the Tenant Improvements will be Substantially Complete within one-hundred twenty (120) days from Landlord's receipt of the sum of Four Hundred Sixty Eighty Thousand Seven Hundred Fifty and 00/100 Dollars (\$468,750.00) set forth in Paragraph 25 H 4 above.

7. Landlord shall file all necessary plans supplied by Tenant with the appropriate governmental authorities having jurisdiction over the Tenant Improvements. Landlord and Tenant shall cooperate with each other in obtaining all permits, authorizations and approvals necessary to perform and complete the Tenant Improvements.

8. At all times, the Tenant and Tenant's Supervisor shall have access to the Premises during such period of time that the Tenant Improvements are in preparation or progress for the purpose of observing and reviewing the same; provided, however, Tenant shall not unreasonably interfere with the performance of the Tenant Improvements in connection with any such observations or review.

9. At the completion of the Tenant Improvements, Landlord's Contractor shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the Premises and any damage caused by Landlord's Contractor to any portion of the Premises shall be repaired forthwith by Landlord at Landlord's sole cost and expense.

10. Landlord and Landlord'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 applicable laws, ordinances, rules, regulations and orders applicable to the construction of the Tenant Improvements, including those of any public authority, for the safety of persons or property. Landlord shall advise Landlord's Contractor to report to the Tenant any injury to any of its agents or employees and shall furnish Tenant a copy of the accident report filed with its insurance carrier within three (3) days of its occurrence.

11. Reserved.

12. Prior to the commencement of the Tenant Improvements, Landlord shall provide Tenant with evidence, fully prepaid, of workers compensation, builders risk, and general liability insurance naming Tenant as an additional insured thereunder in amounts and written by companies reasonably satisfactory to Tenant

13. Except for the gross negligence or willful misconduct of Tenant and to the fullest extent permitted by law, Landlord shall indemnify, defend, and hold harmless the Tenant, its agents and employees, from and against all claims, damages, liabilities, losses and expenses of whatever nature (including but not limited to court costs and reasonable attorneys' fees), for the cost of any repairs to the Premises necessitated by activities of the Landlord or Landlord's Contractor in connection with the Tenant Improvements, and bodily injury to persons or damage to property arising out of or resulting from the violation by the Landlord any of the terms and provisions of this Paragraph H and/or the performance of the Landlord's Work by the Landlord or Landlord's Contractor.

I. Shared Use of Docks. Tenant shall have the shared use of docks

J. Relocation - Landlord shall have the right, upon not less than thirty (30) days prior written notice to Tenant and to be exercised only one time during the Term hereof and any extensions thereof, to relocate Tenant to another location in the Building Complex (hereinafter referred to as the Substituted Premises") provided such location contains an area equal to or larger than the Premises, is a configuration similar to the configuration of the Premises, is reasonably acceptable to the Tenant, and is made ready for Tenant's use thereof prior to relocation in order to avoid any business interruption to Tenant. The Landlord shall, in connection with such relocation, improve the Substituted Premises, at Landlord's sole cost and expense and in a manner reasonably satisfactory to Tenant, to a condition at least equal to the condition of the Premises upon completion of the tenant improvements set forth in subparagraph H above plus the cost of any subsequent alterations or additions made by Tenant to the Premises, as all such costs are increased by the Consumer Price Index-Urban Wage Earners or such other measure of inflation from the date hereof until the date of the relocation. The Landlord shall pay any and all costs incurred by Tenant in connection with the aforesaid relocation, including but not limited to, all costs and expenses incurred in moving Tenant's furniture, fixtures, files and equipment, costs of relocation of telephone systems, computers and other Tenant owned personal property which requires relocation and reinstallation, the cost of removal or installation of new supplemental air conditioning systems, cost of changes in stationary announcements and other material identifying the move, reimbursement for work hours lost by any employees of Tenant's involved in a such relocation and all costs and expenses to improve the Substituted Premises. All work performed in the Substitute Premises shall be by contractors reasonably acceptable to Tenant and shall be new and of first class quality and grade. All improvements shall be delineated on plans and specifications prepared by Landlord and acceptable to Tenant. Landlord shall indemnify and hold the Tenant harmless from and against any and all claims, costs, expenses and liability rising in the connection with such relocation.

K. Key Deposits. Tenant shall pay to Landlord a \$100.00 Key Deposit for each mailbox key supplied and for each security card or access key provided. Said Deposits to be returned to Tenant upon return of said keys and cards.

K. Rules and Regulations. The Building Rules and Regulations attached hereto are incorporated herein and made a part hereof.

L. Conflict. In the event of a conflict between the terms of this Section and the terms of the foregoing form Lease, the terms of this Section shall prevail, otherwise the terms of the foregoing form Lease shall remain in full force and effect.

M. Limitation of Liability. Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on the agents or board members or employees of the Tenant with respect to any of the Terms, covenants, conditions and provisions of this Lease, such exculpation of personal liability is absolute and without any exception whatsoever.

N This Lease is not legally binding on the Tenant if entered into it 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.

O. 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.

P. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting (except as herein otherwise expressed and except Landlord warrants it has authority to execute this Lease) to be the representations, covenants, undertakings and agreements of the Landlord are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Landlord personally, but are made and intended for the purpose of binding only that portion of the trust property specifically leased hereunder, and this Lease is executed and delivered by said Landlord not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; that no duty shall rest upon Landlord to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Landlord under said Trust Agreement, on account of this Lease or on account of any representations, covenants, undertakings or agreements of the Landlord, in this Lease contained either expressly or implied, all such personal liability, if any, being expressly waived and released by the Tenant herein and by all persons claiming by, through or under said Tenant.

EXECUTED as of the 15th day of JULY, 2004.

LANDLORD:

LaSalle Bank, successor to American National Bank and Trust Company of Chicago,
Trust Number 117863-08 *and not personally*

By: *Deborah Bug*

Its: Vice President

Attest: Attestation not required by
LaSalle Bank National Association

By: *Bylaws*

Its: _____

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: *Michael W. Scott*
Michael W. Scott, President

Attest: *Estela G. Beltran*
Estela G. Beltran, Secretary

Board Report Number 04-0526-OP7 *19*
0623

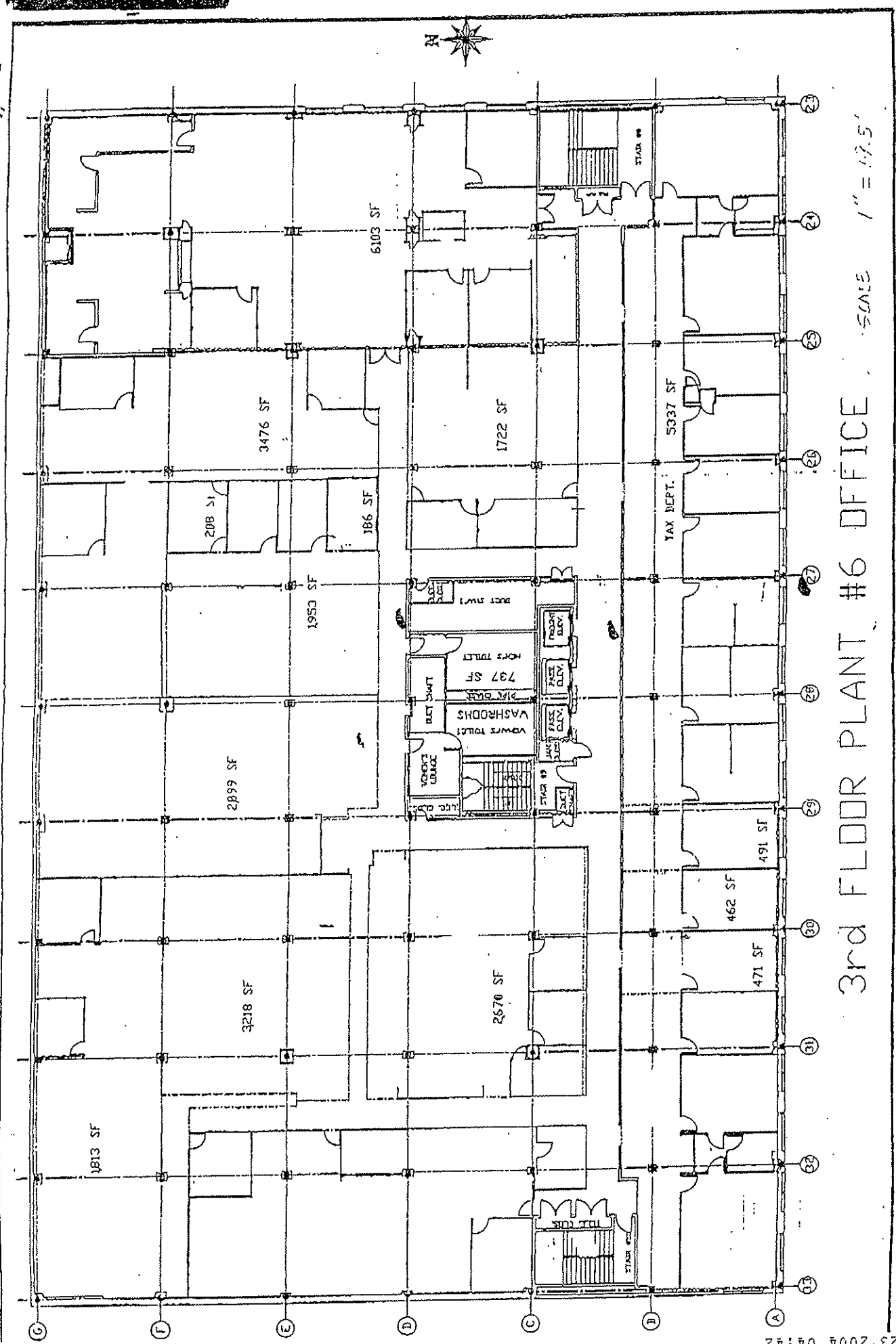
Approved as to legal form:
Ruth Moscovich
Ruth Moscovich, General Counsel

EXHIBIT "A"

Site Plan

See attached

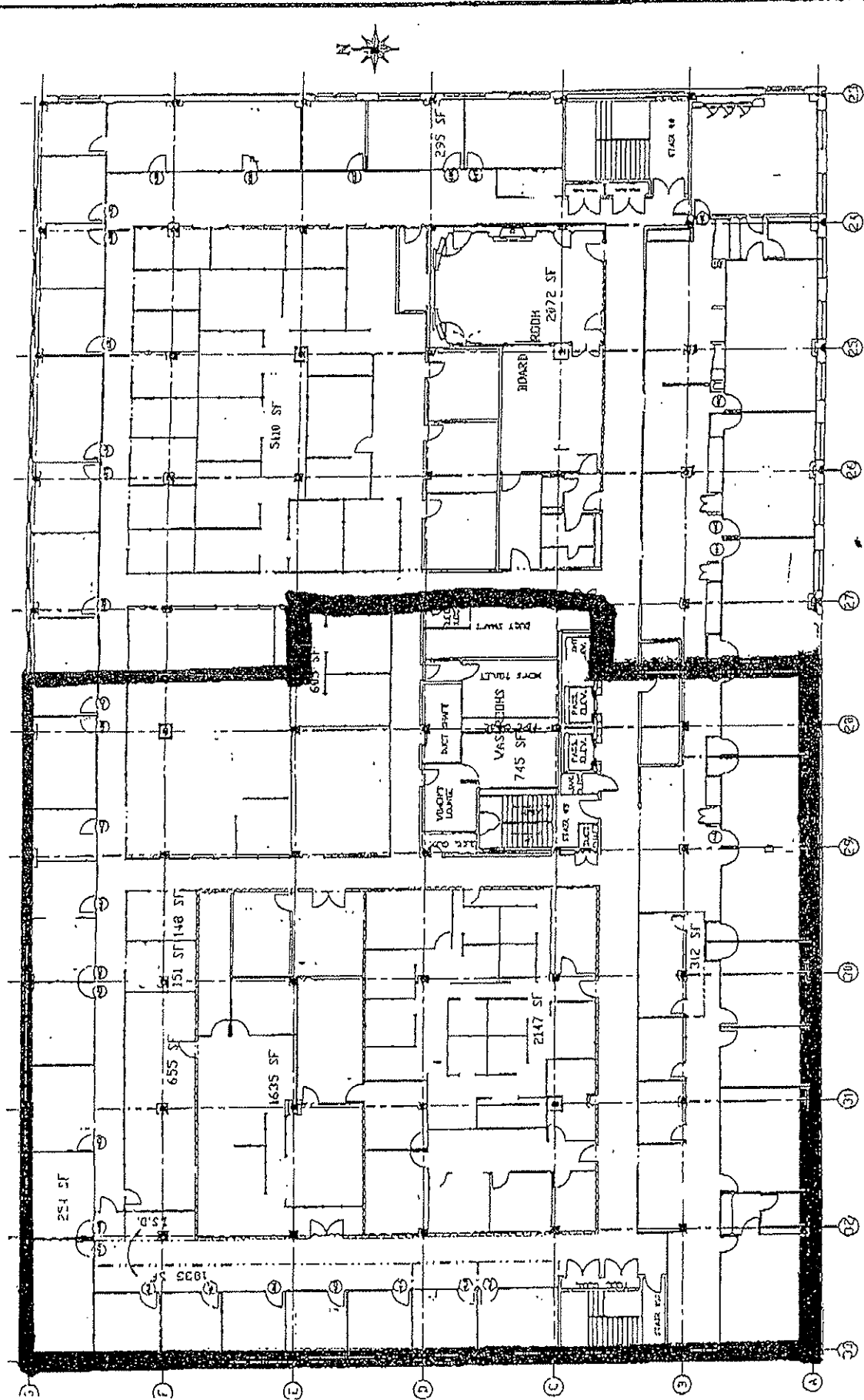




3rd FLOOR PLANT #6 OFFICE

SCALE

1" = 17.5'



4th FLOOR OFFICE BLDG - PLT #6 SCALE: 1" = 21'

EXHIBIT "B"

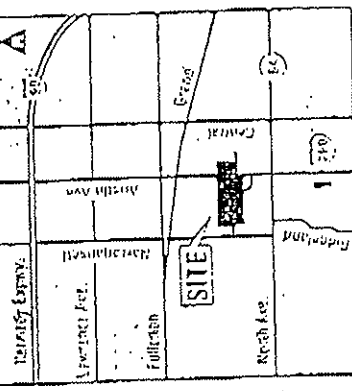
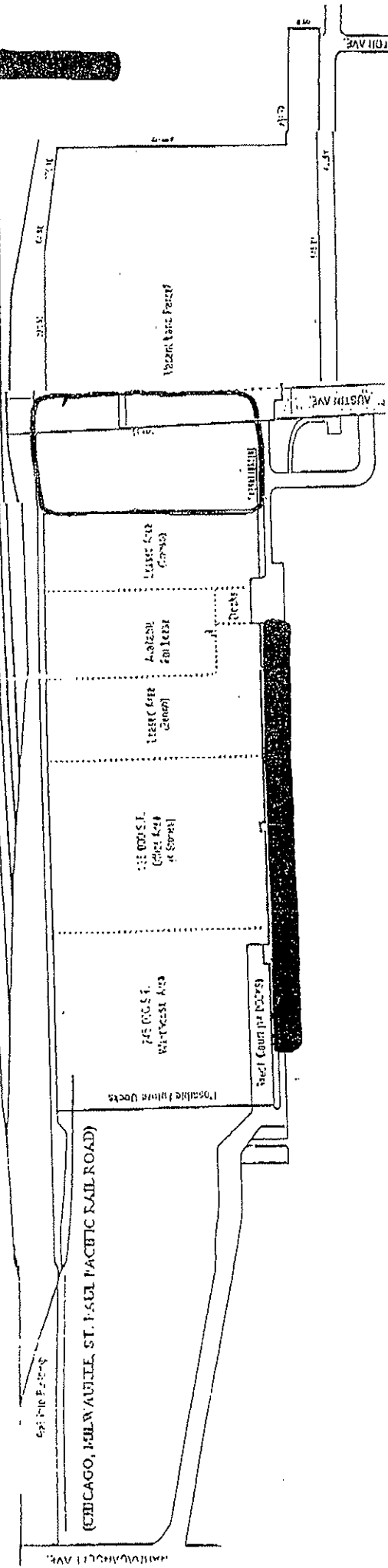
Parking Areas and Loading Docks

Marked in red on attached

The Austin 1900 Building

Chicago, IL 60639
 Phone: 773-385-5700 Fax: 773-385-5707
 E-mail: pierportre@sbcglobal.net

Galewood Metra Station



LARGEST ONE STORY IN-CITY MANUFACTURING/DISTRIBUTION FACILITY

- Up to 30 docks
- Heavy power - well distributed
- Rail installed
- Unlimited parking
- Executive Offices
- Lobby security
- Enterprise Zone
- Low taxes
- Great labor supply
- Metra one block away
- CTA to door
- Less than 10 minutes to Kennedy/Eisenhower Expressways

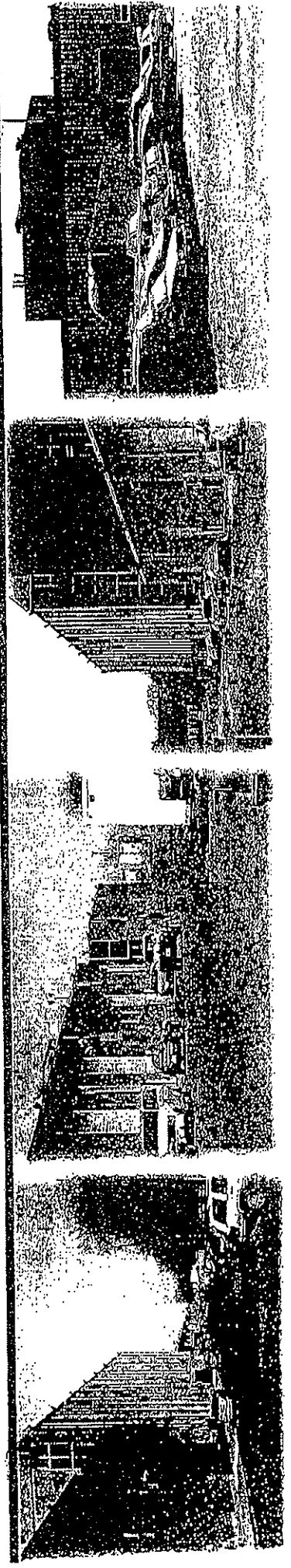


EXHIBIT "C"

Operating Expenses" shall not include the following:

1. Costs of capital improvements, except the cost during the Term, as reasonably amortized by Landlord, with interest on the unamortized amount at a reasonable market rate, of any capital improvements completed after the date of the commencement of the Term which improvements reduce any component cost included in Operating Expenses to the extent of such reduction;
2. Ground rental payments, interest and principal payments on mortgages, and other costs for borrowed funds, if any;
3. Depreciation charges;
4. Expenses incurred in leasing or procuring new tenants, such as real estate brokers' leasing commissions (including all renewal leasing commissions) or compensation, fees of counsel, costs of maintaining a leasing office and advertising and promotional expenses with respect thereto;
5. Expenses for repairs or other work occasioned by: (a) fire, wind storm or other casualty, or (b) exercise of the right of eminent domain, or (c) the negligence of Landlord;
6. Court cost, fees of counsel and any other ancillary expenses incurred in connection with any other Lease, License, or Concession Agreement;
7. Any amount payable by Landlord to any tenant by reason of Landlord's default in obligations to such tenant or as damages, reimbursement or indemnity to any person because of any act or omission of Landlord or its agents;
8. Renovating or otherwise improving or decorating, painting or redecorating any space in the Building Complex other than ordinary maintenance supplied to all tenants equally and other than to common areas;
9. Landlord's cost of electricity or other utilities which are provided without cost to certain tenants of the Building Complex and not supplied to all tenants of the Building Complex or which are sold separately to tenants of the Building Complex and for which Landlord is entitled to be reimbursed;
10. Any expense in connection with services or other benefits of a type which Tenant is not entitled to receive under this Lease, but which are provided without reimbursement or by direct payment to another tenant or occupant of the Building Complex;
11. Costs due to violation by Landlord or its agent of the terms and conditions of any lease or debt instrument or of any law, statute, ordinance, or of any insurance rating bureau or other quasi-public authority.
12. Overhead and profit paid to Landlord or to subsidiaries or affiliates of Landlord for services on or to the Building Complex to the extent that fees paid for such services exceed the competitive costs of such services.
13. The amount of Property management fees which exceed Five (5%) percent of the aggregate base rent.
14. Costs of the acquisition or lease of sculpture, paintings or other objects of art.
15. Any expense associated with the operation of Landlord's business entity or interest therein as distinguished from the cost and operation of the Building Complex.
16. Compensation paid to clerks, attendants or other personnel in commercial concessions.
17. Any expense for correction of construction defects.

18. Rental and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building Complex.
19. The cost of rent loss insurance in excess of the premium cost for rent loss insurance insuring not in excess of Twelve (12) months of loss of rent.
20. Any cost or expense incurred in connection with the treatment, encapsulation or removal of asbestos, PCB's or other hazardous materials.
21. Any expense for which Landlord is compensated by proceeds through insurance or which Landlord would have been compensated had Landlord maintained insurance in a type which a reasonably prudent owner of a comparable building in Chicago, Illinois, would normally maintain.
22. The installation, operation, maintenance and repair of any specialty facility, such as broadcasting facilities, luncheon club, athletic or recreational club, exercise room, automatic teller facility or any other similar specialty facility operated with the intent of producing profit, as a marketing inducement or otherwise not strictly related to the operation of the Building Complex.
23. All costs of signs in or on the Building Complex identifying the owner of the Building Complex.

If during the term of this Lease, the Building Complex is sold and reassessed and, if a result thereof, the Taxes for the year of such reassessment increase in an amount in excess of one hundred and ten percent (110%) of Tenant's Proportion of Taxes for the preceding year (said amount is hereinafter referred to as the "non-Sale Taxes"). Thereafter, in all succeeding years, Tenant's Proportion Share of Taxes shall be equal to the Tenant's Proportion of the Non-Sale Taxes as same are increased or decreased by the percentage of increase or decrease in Taxes from the year of reassessment due to the sale of the Building Complex

Rules and Regulations

1. The sidewalk, entries, and driveways of the Building Complex shall not be obstructed by Tenant, or its agents, or used by them for any purpose other than ingress and egress to and from the Premises.
2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises, or on the roof of the Building Complex.
3. Except for seeing-eye dogs, no animals shall be allowed in the offices, halls, or corridors in the Building Complex.
4. Tenant shall not disturb the occupants of the Building Complex or adjoining Building Complex by the use of any radio or musical instrument or by the making of loud or improper noises.
5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced; and, without such direction, no boring or cutting wires will be permitted. Any such installation or connection shall be made at Tenant's expense.
6. Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Premises, except as specifically approved in the Lease. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Building Complex. Tenant is prohibited from driving any gas line powered vehicle within the Premises or in the Building Complex' common areas. These include any moped/motor scooter/ motor cycle, auto or truck. Notwithstanding the foregoing, Tenant will be allowed to use science laboratory chemicals and flammable liquids in connection therewith.
7. Parking any type of recreational vehicles is prohibited on or about the Building Complex. No vehicle of any type shall be stored in the parking areas at any time. In the event that a vehicle is disabled, it shall be removed within 48 hours. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings. All parking reserved and general will be governed by signage installed by Landlord. Reserved parking will be by appropriate sticker only. Parking stickers are required for overnight parking of any vehicles. Persons parking in reserved parking spaces not assigned to them will be subject to being towed by the tow company currently engaged by Landlord.
8. Tenant shall maintain the Premises free from rodents, insects and other pests.
9. Landlord reserves the right to exclude or expel from the Building Complex any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Building Complex.
10. Reserved.
11. Reserved.
12. Tenant shall not permit storage outside the Premises, including without limitation, outside storage of trucks and other vehicles, or dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises.
13. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose.
14. No auction public or private, will be permitted on the Premises or the Building Complex.
15. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.
16. The Premises shall not be used for lodging, sleeping or for any immoral or illegal purposes other than that specified in the Lease. No gaming devices shall be operated in the Premises.
17. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Building Complex and the Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
18. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.
19. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.
20. Tenant understands and agrees that this is a NO SMOKING building and no cigarette, cigar or pipe smoking is allowed in the building by Tenant, their employees and guests.
21. Tenant shares responsibility of keeping inner dock doors closed to help maintain temperature of building.
22. Tenant to replace florescent bulbs & ballasts within their own space& use T-8 energy-efficient equipment only.