

This Lease Will Be Posted On The CPS Internet Website.

LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE ("Lease") is made as of March 7, 2017 ("Effective Date") between Board of Education of the City of Chicago, a body politic and corporate, 1 N. Dearborn Street, 9th Floor, Chicago, Illinois 60602 ("LESSOR" OR "Board") and the Illinois House of Representatives ("LESSEE" or "State") by its agent, State Representative Justin Slaughter ("REPRESENTATIVE" or "Slaughter"), not individually but in his official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

ARTICLE I. PREMISES AND TERM; LESSOR'S RESERVATION OF RIGHTS AND ACCESS.

1. **Term.** The term shall commence on March 7, 2017, and shall end on August 31, 2017, unless sooner terminated as provided herein ("Term"). LESSOR agrees to lease to LESSEE for the Term, for use as a state legislative district office by REPRESENTATIVE, the following described premises ("Premises"): Commonly known as 1234 West 95th Street, Chicago, Illinois 60620 and legally described on Exhibit A attached hereto. LESSEE acknowledges that the City of Chicago ("City") currently holds legal title to the Premises in Trust for the Use of Schools for Board.
2. **Renewals.** Reserved.
3. **LESSOR Retention/Reservation Of Rights And Access.** This Lease does not grant any rights to light or air over or about the Premises (including without limitation any structures thereon). LESSOR specifically excepts and reserves to itself the right to develop, license and otherwise use any roofs or other areas above or below the Premises, any improvements below the improved floor level of any structure, the air rights above or around any structure and to such areas within any structure required for installation of utility lines and other installations required to serve any permitted occupants of the Premises or others and to maintain and repair same (if required of LESSOR).

LESSEE hereby agrees and consents to provide access for LESSOR's entry, and entry by any of LESSOR's agents, employees, guests (including without limitation prospective purchasers, lenders, and other persons having an legitimate interest in inspecting the Premises), designees, or contractors to the Premises if LESSOR: a) Elects to market, license, develop or otherwise use any portion of the Premises; or b) Requires such access for the purpose of making any inspections, repairs, replacements, or improvements that are the responsibility of LESSOR hereunder or that Lessor desires or deems necessary in its sole discretion for the safety, operation or preservation of the Premises; provided however, LESSOR shall use reasonable efforts to provide LESSEE with 2 days notice prior to such access except in the event of emergency.

ARTICLE II. RENT; LATE FEE.

1. **Monthly Rent; Rent.** LESSEE agrees to pay LESSOR as monthly rent ("Monthly Rent") the sum of Ten Thousand Eight Hundred and 00/100 Dollars (\$10,800.00) for the Term (being One Thousand Eight Hundred and 00/100 Dollars [\$1,800.00] per month as six respective "Monthly Payments"), vouchered and payable as follows:

<u>"Monthly Payment"</u>	<u>"Voucher Date"</u>	<u>"Payment Date"</u>
March \$1,800	March 7	July 1
April \$1,800	March 7	July 1
May \$1,800	April 3	August 1
June \$1,800	May 1	September 1
July \$1,800	June 1	October 1
August \$1,800	July 3	November 1

The Monthly Payment of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) (subject to proration as set forth below) per month shall be paid on or before the respective Payment Dates set forth above. Payment will be directed by the State Comptroller to be paid by ACH to the Board of Education City of Chicago's General Operating Account with JPMorgan Chase Bank, N.A.

If the Term shall begin or end on any day other than the first day of a calendar month, then the Monthly Payment for any partial month within the Term shall be prorated on a per diem basis assuming a thirty (30) day month.

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The Monthly Rent, together with all other sums that are or become due and owing to LESSOR from LESSEE hereunder, shall constitute "**Rent**." All Rent shall be paid electronically to LESSOR's General Operating Account with JPMorgan Chase Bank, N.A. as set forth above.

The Payment Dates set forth above, respectively, are firm and final payment dates. LESSEE acknowledges and agrees that the time frames for payments by State of Illinois officials and agencies for goods or services furnished to the State of Illinois set forth in the State Prompt Payment Act (30 ILCS 540/1 et seq.), and in particular and without limitation those in Section 3-2(1.05) are not applicable to this Lease including without limitation the respective Payment Dates set forth above respectively for payment of Monthly Rent.

2. **Late Fee.** For any payment due under this Lease, if such payment is not received in full by LESSOR within ten (10) days after its due date, LESSEE shall be assessed a late fee equal to one percent (1%) of the total amount of any such payment when due.
3. **Payment Procedure; Vouchering/Encumbrance Of Representative's Office Allowance.** Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. ("GACA") or LESSEE shall otherwise fund the allowance by means of a continuing appropriation pursuant to 15 ILCS 20/50-22 or otherwise. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the General Assembly fails to appropriate or otherwise make available funds for this Lease.

On or before the respective Voucher Dates set forth in Article II, Paragraph 1 above, LESSEE shall cause the funds for the amount of that respective Monthly Payment to be vouchered by Representative or otherwise to the Office of the State Comptroller in the total amount of the Monthly Payment for that month and to pay said amount in one lump sum amount as set forth above no later than the respective dates set forth above to LESSOR as provided above in Paragraph 1 of this Article II.

LESSEE shall, or shall cause REPRESENTATIVE to submit satisfactory evidence of such vouchering on or before each respective Voucher Date. Such evidence shall include evidence that sufficient funds remain in REPRESENTATIVE's annual office allowance for the payment of such sums vouchered. LESSOR shall have no obligation to invoice LESSEE for the Monthly Rent.

LESSEE shall further cause the funds for any other sum that becomes due and owing to LESSOR as a part of Rent hereunder to be so vouchered by Representative and evidence provided of such vouchering and available funds in REPRESENTATIVE's annual office allowance to be submitted to LESSOR within two (2) days after such sum becomes due and owing; provided however, LESSEE or REPRESENTATIVE on behalf of LESSEE may elect to pay such sums from other funds within said time period..

If LESSEE fails to so submit such evidence of vouchering and availability of funds, and/or fails to pay the Monthly Rent or any other Rent, in the manner and respective time periods set forth herein, or recalls/cancels any such voucher after it having been made and evidence of same having been provided to LESSOR, each such failure or recall/cancellation shall constitute a default under this Lease. Nothing in this Article II in any way limits LESSOR's remedies available to it at law and in equity, including without limitation the right to terminate this Lease, as set forth in said Paragraph 7 of the Addendum.

ARTICLE III. PERMITTED USE; COMPLIANCE WITH LAWS; NO WASTE.

1. **Permitted Use.** LESSEE agrees that, during the term of this Lease, the Premises will be used solely as a legislative district administrative office ("**Permitted Use**").
2. **Compliance With Laws.** LESSEE shall at all times comply with all of the following that may be applicable to the Premises or to the use thereof (collectively "**Laws and Rules**"): a) All laws, ordinances, orders, rules, regulations, and requirements of all federal, state, municipal and local governmental departments; b) The National Board of Fire Underwriters, Illinois Inspection and Rating Bureau, the local Board of Fire Underwriters, or any other body or bodies exercising similar functions; c) All insurance policies and other recommendations of all insurance inspections and insurance carriers, at any time in force, with respect to the Premises or any part thereof; and d) All present or future rules, regulations and compliance reporting for the use and occupancy of the Premises, as Lessor in its reasonable discretion, from time to time promulgates. In utilizing the Premises, LESSEE shall not discriminate against any member of the public because of race, color, ancestry, religion, sex, gender

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identity/expression, sexual orientation, age, disability, marital status, parental status, military discharge status, immigration status, national origin, or source of income or other basis prohibited by applicable law.

3. **No Waste.** LESSEE shall not do or suffer any waste or damage to the Premises or to any fixtures or equipment thereof.

ARTICLE IV. POSSESSION; LESSEE'S ACCEPTANCE "AS IS" "WHERE IS". LESSEE accepts the Premises in an "AS-IS" and "WHERE-IS" condition as of the Effective Date and acknowledges that it has had the opportunity to inspect, and has inspected, the Premises. LESSOR and City make no representations or warranties of any nature whatsoever as to the condition of the Premises. No promise of LESSOR or City to alter, remodel, decorate, clean or improve the Premises, or any portion thereof, and no representation respecting the condition of the Premises, or any portion thereof, have been made by LESSOR or City to LESSEE.

LESSEE's acceptance of the Premises "AS IS" "WHERE IS" set forth herein in Article IV includes, without limitation, acceptance of the Premises with all of the existing condition items listed on Exhibit C attached hereto.

ARTICLE V. UTILITIES; PEST CONTROL SERVICES. LESSEE shall be responsible for the payment of all utilities serving or provided to the Premises, including without limitation, electricity, gas, telephone service, cable service, alarm systems, wireless and/or other internet service, and any other communication systems or other similar services (collectively "Utilities") and shall cause all accounts for such Utilities to be placed in the name of LESSEE. As of the Effective Date, LESSOR is not charged for water. If that should change, LESSOR may pay any such charges that may be imposed upon LESSOR, which charges shall be included within the definition of Rent. LESSOR shall invoice LESSEE for such charges on a regular basis as the bills for such charges are received, and LESSEE shall either voucher or pay such charges in the manner and time frame for other sums constituting Rent hereunder as set forth in the fourth subparagraph of Article II.3. LESSEE shall also pay for pest control services.

ARTICLE VI. IMPROVEMENTS, REPAIRS & MAINTENANCE.

1. **Repair And Replacement Of Structural Improvements.** Repair and replacement of structural improvements are the responsibility of LESSOR unless: a) Same are required to be made on account of any act or omission of LESSEE; or b) Agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE; or c) As otherwise provided for herein.

LESSOR shall be responsible for structural repair and replacement of all structural and mechanical components of the Building located on the Premises ("Building"), including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning and heating systems or equipment serving the Premises, unless same are required to be made on account of any act or omission of LESSEE; provided, however, LESSOR shall not be required to commence any structural or other capital improvement that is not in accordance with LESSOR's approved annual Capital Improvement Plan (prioritized such that the needs of schools and students take priority over other expenditures) ("Prioritized CIP"), and further provided that LESSOR shall have no obligation to perform cosmetic repairs or replacements.

Notwithstanding anything to the contrary set forth in this Article VI.1 or elsewhere in this Lease, LESSOR shall have no obligation to make any structural repairs to or repair of mechanical elements of the Building unless (in addition to determining that such repair is in accordance with its approved annual Prioritized CIP) it determines, in its sole discretion, that such repairs are critical to maintain the structural integrity of the Building. In particular, and without limitation, LESSOR shall have no obligation to make any of the repairs, replacements, or improvements set forth on Exhibit C (Part 2).

2. **Maintenance; Minor Repairs.** At its sole cost and expense, LESSEE shall provide to the Premises maintenance, minor repairs, and custodial services (collectively "Operating Services"), including without limitation cleaning and trash removal (to designated dumpsters on the Premises and hauling trash from the Premises) in accordance with the customary and commercially reasonable industry standards for the cleaning and maintenance of an office building. They shall include, without limitation, the provision by LESSEE at its expense of all cleaning equipment and supplies that are required to clean the Premises in accordance with such requirements. They shall also include customary routine maintenance and minor repairs to keep the Premises, including without limitation the operating systems, in good order and operating condition, including without limitation:

- Cleaning and filter changing in air conditioning and heating units.
- Routine maintenance of plumbing system.

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▪Minor repairs within the interior space located inside of the interior walls of the building located on the Premises; provided however, LESSEE shall have no obligation to make any of the repairs, replacements, or improvements set forth on Exhibit C (Part 2).

▪All landscaping.

▪All snow removal.

Other than minor repairs that are required to be made by LESSEE under this Article VI, LESSEE shall have no obligation to make any structural repairs to or repair of mechanical elements of the Building unless such repairs are required on account of any act or omission of LESSEE. LESSEE shall give LESSOR five (5) days notice prior to making any minor repair that affects the structural integrity of the Building.

If LESSEE opts to procure any Operating Services from a third party, LESSEE and such third party are required to comply with all Standards. LESSEE must obtain written approval from LESSOR prior to hiring third party engineering and custodial firms (which shall not be unreasonably withheld) and confirm that any third party engineering and custodial firms that it hires have proper licensing and staffing at all times. LESSOR, in its sole discretion, reserves the right to reject or disapprove hiring of any third party engineering and custodial services firms by LESSEE. All Operating Services performed by LESSEE shall be performed in a good and workmanlike manner employing materials of good quality by properly trained personnel and shall comply with all applicable Laws and Rules and the PLA (hereinafter defined in the Addendum attached hereto and incorporated herein).

ARTICLE VII. TAXES & ASSESSMENTS.

LESSOR shall pay the general real estate taxes that may be levied or assessed against or otherwise imposed on the Premises that accrue on or after March 7, 2017 throughout the expiration or earlier termination of the Term (payable in 2018) in connection with or arising out of LESSEE'S lease of the Premises. The parties acknowledge that the Monthly Rent set forth in Article II includes a component allocable to payment of such taxes by LESSOR. LESSEE, its agents and employees shall reasonably cooperate with LESSOR in resolving any leasehold or other tax issues that may arise.

ARTICLE VIII. HOLDING OVER. If, after the expiration of the Term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the Premises, LESSOR shall have all rights available at law and in equity.

ARTICLE IX. TERMINATION.

1. **Termination For Convenience.** Either party may terminate the Lease, with or without cause and without penalty, by giving the other party thirty (30) days prior written notice of intention to terminate the Lease; provided however, if LESSEE is in default hereunder at the time of such termination, nothing in this Article IX.1 in any way releases or otherwise abrogates any obligations or liabilities that LESSEE may owe to LESSOR on account of or relating to such default.
2. **Termination After Slaughter Service As Representative.** If REPRESENTATIVE ceases to serve as a member of the Illinois House of Representatives for any reason, including, but not limited to, resignation, disqualification, expulsion, or death, this Lease shall automatically terminate on the earlier to occur of thirty (30) days after REPRESENTATIVE'S final day of service as a member of the Illinois House of Representatives or any earlier date set forth in a notice of termination served by LESSEE.
3. **No Assignment Or Subletting Without LESSOR'S Consent.** Other than as specifically set forth in Paragraph 2 of this Article IX, LESSEE shall not, without LESSOR's prior written consent which, in each instance, may be withheld at the sole discretion of LESSOR, assign, sublet, transfer, hypothecate, mortgage, encumber, or convey the interest granted by this Lease or any interest under it.
4. **Termination If LESSEE Fails To Appropriate.** Upon five (5) days notice to LESSEE, LESSOR may terminate this Lease if for any State Fiscal Year LESSEE fails to appropriate REPRESENTATIVE'S annual office allowance pursuant to Section 4 of the GCSA or fails to otherwise fund the allowance by means of a continuing appropriation pursuant to 15 ILCS 20/50-22 or otherwise.
5. **Rebate Of Paid Monthly Rent Upon Certain Terminations.**

A. If this Lease is terminated by LESSOR or LESSEE pursuant to ARTICLE IX.1 or IX.2, and:

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- (i) Such termination is not on account of or in relation to any act or omission of LESSEE under this Lease; and
- (ii) LESSEE is not then in default hereunder; and
- (iii) LESSEE surrenders possession of the Premises on or before the date of such termination in the condition required hereunder in Paragraph 8.F. of the Addendum attached hereto and incorporated herein,

then any Monthly Rent for the month in which such termination occurs that has been paid in accordance with the provisions of ARTICLE II hereof, shall be repaid to LESSEE on a prorated per diem basis for the unexpired portion of said month in the Term, based upon a 30-day month, after deduction of any other Rent that may be due and owing by LESSEE to LESSOR hereunder.

B. If this Lease is terminated pursuant to ARTICLE X.1 and:

- (i) Such termination is not on account of or in relation to any act or omission of LESSEE under this Lease;
- (ii) LESSEE is not then in default hereunder; and
- (iii) LESSEE's agents and employees have physically vacated the Premises on the termination date and delivered the Premises by said date in the condition required in said Paragraph 8.F of the Addendum (other than deviations therefrom due to the destruction or damage - not arising from any act or omission of LESSEE, its agents or employees - that triggered the termination of the Lease),

then any Monthly Rent for the month in which such termination occurs that has been paid in accordance with the provisions of ARTICLE II hereof shall be repaid to LESSEE on a prorated per diem basis for the shorter period of the unexpired portion of said month in the Term or the period from LESSEE's date of surrender of possession to the end of said month in the Term, after deduction of any other Rent that may be due and owing by LESSEE to LESSOR hereunder.

Lessee shall not be deemed to have surrendered possession of the Premises until, without limitation, it has removed its articles of personal property from the Premises; provided, however, if LESSEE, its agents and employees have physically vacated the Premises as set forth in IX.5. B.(iii) above but are unable to remove LESSEE's personal property due to prohibition by the City of Chicago or other regulatory entity, such rebate shall commence from the date of termination, so long as LESSEE continues to make diligent efforts to recover its personal property as soon as permitted by the City of Chicago or other regulatory entity. Articles of personal property of Lessee shall be deemed abandoned by Lessee if they remain on the Premises after thirty (30) days after Lessee's agents and employees have vacated the Premises (or in the event of a casualty loss of the type described in the first subparagraph of ARTICLE X.1 and LESSEE's agent and employees have physically vacated the Premises but LESSEE is unable to remove LESSEE's personal property due to prohibition by the City of Chicago or other regulatory entity, within 5 days after such prohibition is removed by the regulatory entity).

ARTICLE X. DAMAGE OR DESTRUCTION; CONDEMNATION.

1. **Out Of Repair/Casualty Loss.** If the Building is totally destroyed by fire or any other casualty not arising from any act or omission of LESSEE, its agents or employees, or if the Building is damaged either by becoming out of repair or by fire or other casualty, none of which arose from any act or omission of LESSEE, its agents or employees so that either: a) Restoration to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage; or b) 20% or more of the usable area of the Building is so damaged, this Lease shall terminate effective:

- (a) If the Building is totally destroyed by such fire or other casualty, automatically on the date of the damage; or
- (b) For other such damage where restoration of the Building to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage or 20% or more (but less than the total) of the usable area of the Building is so damaged, on the effective date of notice served by LESSOR to LESSEE stating that LESSOR has made such determination and by such notice terminates the Lease.

In either of such events, the Monthly Rent shall be abated as set forth in Article IX.5.B. with regard to any termination pursuant to Article X.1 of the Lease, unless the parties otherwise agree in writing.

If the Building is partially (under 20% of the usable area of the Building) damaged either by becoming out of repair or by fire or any other casualty none of which arose from any act or omission of LESSEE, its agents or employees, and restoration to its preexisting condition can reasonably be completed within ninety (90) days after the date of the damage, and LESSOR has determined, in its sole discretion: a) That repair of such damage is critical to maintain the structural integrity of the Building; and

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b) The expenditure for repair of such damage is in accordance with LESSOR's approved annual Prioritized CIP, LESSOR shall, at LESSOR's expense, promptly and with due diligence repair and restore the Building to substantially the same condition in which it existed prior to the damage. In such event, this Lease shall remain in full force and effect, but until the required repairs and restoration are completed, the Monthly Rent shall be abated for the unusable portion of the Building.

2. **Eminent Domain.** If the Premises are made unusable for the Permitted Use due to a taking by any governmental entity pursuant to its power of eminent domain, LESSOR or LESSEE may elect to terminate this Lease as of the date of the taking by eminent domain, by notice to the other party delivered as soon as reasonably possible after a party receives formal notice or otherwise becomes aware of such proceedings. If there is any award or payment by the condemning governmental entity, neither LESSEE nor its agents or employees shall be entitled to any portion thereof. Each party agrees to promptly notify the other party if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

ARTICLE XI. TRANSFER, BANKRUPTCY, OR FORECLOSURE. In the event: a) LESSOR sells, transfers, or otherwise disposes of any part of the Premises; b) LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily); or c) The Premises are foreclosed upon, LESSOR agrees to notify LESSEE of the event in writing within thirty (30) days after the occurrence of such event.

ARTICLE XII. ESTOPPEL CERTIFICATES. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

ARTICLE XIII. LIABILITY. Neither party assumes any liability for acts or omissions of the other party and such liability rests solely with the acting/omitting party. See Addendum.

ARTICLE XIV. NO CONFESSION OF JUDGMENT. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

ARTICLE XV. RESERVED.

ARTICLE XVI. INSURANCE. LESSOR is self-insured for general and automobile liability for the first \$2,000,000.00, and for casualty losses for the first \$1,000,000.00. See Addendum.

ARTICLE XVII. CERTIFICATIONS.

1. **Legal Status Disclosure.** LESSOR is doing business as (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services
<input checked="" type="checkbox"/> Governmental Entity	<input type="checkbox"/> Nonresident Alien Individual
<input type="checkbox"/> Estate or Legal Trust	<input type="checkbox"/> Foreign Corporation, Partnership, Estate or Trust
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Disregarded Entity, Corporation, or Partnership (circle one)
<input type="checkbox"/> Other: _____	

2. **Real Estate Disclosure Statement.** On or prior to March 7, 2017, LESSOR shall provide the "Real Estate Disclosure Form Disclosure Statement" in the form requested by LESSEE.

ARTICLE XVIII. GENERAL PROVISIONS.

1. **Governing Law.** This Lease is subject to, governed by, and to be construed in accordance with the laws of the State of Illinois, without regard to any conflict of law provisions.
2. **Amendments; Entire Agreement.** No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE. This Lease, including the Addendum attached hereto and incorporated herein, and all exhibits, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Lease.

This Lease Will Be Posted On The CPS Internet Website.

3. **Incorporation And Control Of Addendum.** The Addendum ("Addendum") attached hereto is incorporated herein and made a part hereof. If any conflict shall be deemed to exist between the terms of this base portion ("Base") of the Lease and the Addendum, the terms of the Addendum shall supersede and control over those in the Base.

The parties express their mutual assent to the promises and covenants made herein as of the date first written above:

LESSOR: BOARD OF EDUCATION OF THE
CITY OF CHICAGO

LESSEE: ILLINOIS HOUSE OF REPRESENTATIVES

BY: Mary De Runtz
Signature of LESSOR's authorized agent

BY: State Rep. _____
Signature of REPRESENTATIVE, LESSEE's authorized agent

BY: Mary De Runtz
Printed Name of LESSOR's authorized agent

BY: State Rep. _____
Printed Name of REPRESENTATIVE, LESSEE's authorized agent

DATED: 3/7/2017

DATED: _____

Board Rule: Sec. 7-15.b.i.

Approved as to Legal Form: Ronald L. Marmer
Ronald L. Marmer, General Counsel

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ARTICLE I. PREMISES AND TERM; LESSOR'S RESERVATION OF RIGHTS AND ACCESS.

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2. **Renewals.** Reserved.
3. **LESSOR Retention/Reservation Of Rights And Access.** This Lease does not grant any rights to light or air over or about the Premises (including without limitation any structures thereon). LESSOR specifically excepts and reserves to itself the right to develop, license and otherwise use any roofs or other areas above or below the Premises, any improvements below the improved floor level of any structure, the air rights above or around any structure and to such areas within any structure required for installation of utility lines and other installations required to serve any permitted occupants of the Premises or others and to maintain and repair same (if required of LESSOR).

LESSEE hereby agrees and consents to provide access for LESSOR's entry, and entry by any of LESSOR's agents, employees, guests (including without limitation prospective purchasers, lenders, and other persons having an legitimate interest in inspecting the Premises), designees, or contractors to the Premises if LESSOR: a) Elects to market, license, develop or otherwise use any portion of the Premises; or b) Requires such access for the purpose of making any inspections, repairs, replacements, or improvements that are the responsibility of LESSOR hereunder or that LESSOR desires or deems necessary in its sole discretion for the safety, operation or preservation of the Premises; provided however, LESSOR shall use reasonable efforts to provide LESSEE with 2 days notice prior to such access except in the event of emergency.

ARTICLE II. RENT; LATE FEE.

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If the Term shall begin or end on any day other than the first day of a calendar month, then the Monthly Payment for any partial month within the Term shall be prorated on a per diem basis assuming a thirty (30) day month.

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The Monthly Rent, together with all other sums that are or become due and owing to LESSOR from LESSEE hereunder, shall constitute "Rent." All Rent shall be paid electronically to LESSOR's General Operating Account with JPMorgan Chase Bank, N.A. as set forth above.

The Payment Dates set forth above, respectively, are firm and final payment dates. LESSEE acknowledges and agrees that the time frames for payments by State of Illinois officials and agencies for goods or services furnished to the State of Illinois set forth in the State Prompt Payment Act (30 ILCS 540/1 et seq.), and in particular and without limitation those in Section 3-2(1.05) are not applicable to this Lease including without limitation the respective Payment Dates set forth above respectively for payment of Monthly Rent.

2. **Late Fee.** For any payment due under this Lease, if such payment is not received in full by LESSOR within ten (10) days after its due date, LESSEE shall be assessed a late fee equal to one percent (1%) of the total amount of any such payment when due.
3. **Payment Procedure; Vouchering/Encumbrance Of Representative's Office Allowance.** Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. ("GACA") or LESSEE shall otherwise fund the allowance by means of a continuing appropriation pursuant to 15 ILCS 20/50-22 or otherwise. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the General Assembly fails to appropriate or otherwise make available funds for this Lease.

On or before the respective Voucher Dates set forth in Article II, Paragraph 1 above, LESSEE shall cause the funds for the amount of that respective Monthly Payment to be vouchered by Representative or otherwise to the Office of the State Comptroller in the total amount of the Monthly Payment for that month and to pay said amount in one lump sum amount as set forth above no later than the respective dates set forth above to LESSOR as provided above in Paragraph 1 of this Article II.

LESSEE shall, or shall cause REPRESENTATIVE to submit satisfactory evidence of such vouchering on or before each respective Voucher Date. Such evidence shall include evidence that sufficient funds remain in REPRESENTATIVE's annual office allowance for the payment of such sums vouchered. LESSOR shall have no obligation to invoice LESSEE for the Monthly Rent.

LESSEE shall further cause the funds for any other sum that becomes due and owing to LESSOR as a part of Rent hereunder to be so vouchered by Representative and evidence provided of such vouchering and available funds in REPRESENTATIVE's annual office allowance to be submitted to LESSOR within two (2) days after such sum becomes due and owing; provided however, LESSEE or REPRESENTATIVE on behalf of LESSEE may elect to pay such sums from other funds within said time period.

If LESSEE fails to so submit such evidence of vouchering and availability of funds, and/or fails to pay the Monthly Rent or any other Rent, in the manner and respective time periods set forth herein, or recalls/cancels any such voucher after it having been made and evidence of same having been provided to LESSOR, each such failure or recall/cancellation shall constitute a default under this Lease. Nothing in this Article II in any way limits LESSOR's remedies available to it at law and in equity, including without limitation the right to terminate this Lease, as set forth in said Paragraph 7 of the Addendum.

ARTICLE III: PERMITTED USE; COMPLIANCE WITH LAWS; NO WASTE.

1. **Permitted Use.** LESSEE agrees that, during the term of this Lease, the Premises will be used solely as a legislative district administrative office ("Permitted Use").
2. **Compliance With Laws.** LESSEE shall at all times comply with all of the following that may be applicable to the Premises or to the use thereof (collectively "Laws and Rules"): a) All laws, ordinances, orders, rules, regulations, and requirements of all federal, state, municipal and local governmental departments; b) The National Board of Fire Underwriters, Illinois Inspection and Rating Bureau, the local Board of Fire Underwriters, or any other body or bodies exercising similar functions; c) All insurance policies and other recommendations of all insurance inspections and insurance carriers, at any time in force, with respect to the Premises or any part thereof; and d) All present or future rules, regulations and compliance reporting for the use and occupancy of the Premises, as Lessor in its reasonable discretion, from time to time promulgates. In utilizing the Premises, LESSEE shall not discriminate against any member of the public because of race, color, ancestry, religion, sex, gender

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identity/expression, sexual orientation, age, disability, marital status, parental status, military discharge status, immigration status, national origin, or source of income or other basis prohibited by applicable law.

3. **No Waste.** LESSEE shall not do or suffer any waste or damage to the Premises or to any fixtures or equipment thereof.

ARTICLE IV. POSSESSION; LESSEE'S ACCEPTANCE "AS IS" "WHERE IS". LESSEE accepts the Premises in an "AS-IS" and "WHERE-IS" condition as of the Effective Date and acknowledges that it has had the opportunity to inspect, and has inspected, the Premises. LESSOR and City make no representations or warranties of any nature whatsoever as to the condition of the Premises. No promise of LESSOR or City to alter, remodel, decorate, clean or improve the Premises, or any portion thereof, and no representation respecting the condition of the Premises, or any portion thereof, have been made by LESSOR or City to LESSEE.

LESSEE's acceptance of the Premises "AS IS" "WHERE IS" set forth herein in Article IV includes, without limitation, acceptance of the Premises with all of the existing condition items listed on Exhibit C attached hereto.

ARTICLE V. UTILITIES; PEST CONTROL SERVICES. LESSEE shall be responsible for the payment of all utilities serving or provided to the Premises, including without limitation, electricity, gas, telephone service, cable service, alarm systems, wireless and/or other internet service, and any other communication systems or other similar services (collectively "Utilities") and shall cause all accounts for such Utilities to be placed in the name of LESSEE. As of the Effective Date, LESSOR is not charged for water. If that should change, LESSOR may pay any such charges that may be imposed upon LESSOR, which charges shall be included within the definition of Rent. LESSOR shall invoice LESSEE for such charges on a regular basis as the bills for such charges are received, and LESSEE shall either voucher or pay such charges in the manner and time frame for other sums constituting Rent hereunder as set forth in the fourth subparagraph of Article II.3. LESSEE shall also pay for pest control services.

ARTICLE VI. IMPROVEMENTS, REPAIRS & MAINTENANCE.

1. **Repair And Replacement Of Structural Improvements.** Repair and replacement of structural improvements are the responsibility of LESSOR unless: a) Same are required to be made on account of any act or omission of LESSEE; or b) Agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE; or c) As otherwise provided for herein.

LESSOR shall be responsible for structural repair and replacement of all structural and mechanical components of the Building located on the Premises ("Building"), including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning and heating systems or equipment serving the Premises, unless same are required to be made on account of any act or omission of LESSEE; provided, however, LESSOR shall not be required to commence any structural or other capital improvement that is not in accordance with LESSOR's approved annual Capital Improvement Plan (prioritized such that the needs of schools and students take priority over other expenditures) ("Prioritized CIP"), and further provided that LESSOR shall have no obligation to perform cosmetic repairs or replacements.

Notwithstanding anything to the contrary set forth in this Article VI.1 or elsewhere in this Lease, LESSOR shall have no obligation to make any structural repairs to or repair of mechanical elements of the Building unless, (in addition to determining that such repair is in accordance with its approved annual Prioritized CIP) it determines, in its sole discretion, that such repairs are critical to maintain the structural integrity of the Building. In particular, and without limitation, LESSOR shall have no obligation to make any of the repairs, replacements, or improvements set forth on Exhibit C (Part 2).

2. **Maintenance; Minor Repairs.** At its sole cost and expense, LESSEE shall provide to the Premises maintenance, minor repairs, and custodial services (collectively "Operating Services"), including without limitation cleaning and trash removal (to designated dumpsters on the Premises and hauling trash from the Premises) in accordance with the customary and commercially reasonable industry standards for the cleaning and maintenance of an office building. They shall include, without limitation, the provision by LESSEE at its expense of all cleaning equipment and supplies that are required to clean the Premises in accordance with such requirements. They shall also include customary routine maintenance and minor repairs to keep the Premises, including without limitation the operating systems, in good order and operating condition, including without limitation:

- Cleaning and filter changing in air conditioning and heating units.
- Routine maintenance of plumbing system.

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•Minor repairs within the interior space located inside of the interior walls of the building located on the Premises; provided however, LESSEE shall have no obligation to make any of the repairs, replacements, or improvements set forth on Exhibit C (Part 2).

•All landscaping.

•All snow removal.

Other than minor repairs that are required to be made by LESSEE under this Article VI, LESSEE shall have no obligation to make any structural repairs to or repair of mechanical elements of the Building unless such repairs are required on account of any act or omission of LESSEE. LESSEE shall give LESSOR five (5) days notice prior to making any minor repair that affects the structural integrity of the Building.

If LESSEE opts to procure any Operating Services from a third party, LESSEE and such third party are required to comply with all Standards. LESSEE must obtain written approval from LESSOR prior to hiring third party engineering and custodial firms (which shall not be unreasonably withheld) and confirm that any third party engineering and custodial firms that it hires have proper licensing and staffing at all times. LESSOR, in its sole discretion, reserves the right to reject or disapprove hiring of any third party engineering and custodial services firms by LESSEE. All Operating Services performed by LESSEE shall be performed in a good and workmanlike manner employing materials of good quality by properly trained personnel and shall comply with all applicable Laws and Rules and the PLA (hereinafter defined in the Addendum attached hereto and incorporated herein).

ARTICLE VII. TAXES & ASSESSMENTS.

LESSOR shall pay the general real estate taxes that may be levied or assessed against or otherwise imposed on the Premises that accrue on or after March 7, 2017 throughout the expiration or earlier termination of the Term (payable in 2018) in connection with or arising out of LESSEE'S lease of the Premises. The parties acknowledge that the Monthly Rent set forth in Article II includes a component allocable to payment of such taxes by LESSOR. LESSEE, its agents and employees, shall reasonably cooperate with LESSOR in resolving any leasehold or other tax issues that may arise.

ARTICLE VIII. HOLDING OVER. If, after the expiration of the Term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the Premises, LESSOR shall have all rights available at law and in equity.

ARTICLE IX. TERMINATION.

1. **Termination For Convenience.** Either party may terminate the Lease, with or without cause and without penalty, by giving the other party thirty (30) days prior written notice of intention to terminate the Lease; provided however, if LESSEE is in default hereunder at the time of such termination, nothing in this Article IX.1 in any way releases or otherwise abrogates any obligations or liabilities that LESSEE may owe to LESSOR on account of or relating to such default.
2. **Termination After Slaughter Service As Representative.** If REPRESENTATIVE ceases to serve as a member of the Illinois House of Representatives for any reason, including, but not limited to, resignation, disqualification, expulsion, or death, this Lease shall automatically terminate on the earlier to occur of thirty (30) days after REPRESENTATIVE'S final day of service as a member of the Illinois House of Representatives or any earlier date set forth in a notice of termination served by LESSEE.
3. **No Assignment Or Subletting Without LESSOR'S Consent.** Other than as specifically set forth in Paragraph 2 of this Article IX, LESSEE shall not, without LESSOR's prior written consent which, in each instance, may be withheld at the sole discretion of LESSOR, assign, sublet, transfer, hypothecate, mortgage, encumber, or convey the interest granted by this Lease or any interest under it.
4. **Termination If LESSEE Fails To Appropriate.** Upon five (5) days notice to LESSEE, LESSOR may terminate this Lease if for any State Fiscal Year LESSEE fails to appropriate REPRESENTATIVE'S annual office allowance pursuant to Section 4 of the GCSA or fails to otherwise fund the allowance by means of a continuing appropriation pursuant to 15 ILCS 20/50-22 or otherwise.
5. **Rebate Of Paid Monthly Rent Upon Certain Terminations.**
 - A. If this Lease is terminated by LESSOR or LESSEE pursuant to ARTICLE IX.1 or IX.2, and:

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- (i) Such termination is not on account of or in relation to any act or omission of LESSEE under this Lease; and
- (ii) LESSEE is not then in default hereunder; and
- (iii) LESSEE surrenders possession of the Premises on or before the date of such termination in the condition required hereunder in Paragraph 8.F. of the Addendum attached hereto and incorporated herein,

then any Monthly Rent for the month in which such termination occurs that has been paid in accordance with the provisions of ARTICLE II hereof, shall be repaid to LESSEE on a prorated per diem basis for the unexpired portion of said month in the Term, based upon a 30-day month, after deduction of any other Rent that may be due and owing by LESSEE to LESSOR hereunder.

B. If this Lease is terminated pursuant to ARTICLE X.1 and:

- (i) Such termination is not on account of or in relation to any act or omission of LESSEE under this Lease;
- (ii) LESSEE is not then in default hereunder; and
- (iii) LESSEE's agents and employees have physically vacated the Premises on the termination date and delivered the Premises by said date in the condition required in said Paragraph 8.F. of the Addendum (other than deviations therefrom due to the destruction or damage not arising from any act or omission of LESSEE, its agents or employees - that triggered the termination of the Lease),

then any Monthly Rent for the month in which such termination occurs that has been paid in accordance with the provisions of ARTICLE II hereof shall be repaid to LESSEE on a prorated per diem basis for the shorter period of the unexpired portion of said month in the Term or the period from LESSEE's date of surrender of possession to the end of said month in the Term, after deduction of any other Rent that may be due and owing by LESSEE to LESSOR hereunder.

Lessee shall not be deemed to have surrendered possession of the Premises until, without limitation, it has removed its articles of personal property from the Premises; provided, however, if LESSEE, its agents and employees have physically vacated the Premises as set forth in IX.5. B.(iii) above but are unable to remove LESSEE's personal property due to prohibition by the City of Chicago or other regulatory entity, such rebate shall commence from the date of termination, so long as LESSEE continues to make diligent efforts to recover its personal property as soon as permitted by the City of Chicago or other regulatory entity. Articles of personal property of Lessee shall be deemed abandoned by Lessee if they remain on the Premises after thirty (30) days after Lessee's agents and employees have vacated the Premises (or in the event of a casualty loss of the type described in the first subparagraph of ARTICLE X.1 and LESSEE's agent and employees have physically vacated the Premises but LESSEE is unable to remove LESSEE's personal property due to prohibition by the City of Chicago or other regulatory entity, within 5 days after such prohibition is removed by the regulatory entity).

ARTICLE X. DAMAGE OR DESTRUCTION; CONDEMNATION.

1. **Out Of Repair/Casualty Loss.** If the Building is totally destroyed by fire or any other casualty not arising from any act or omission of LESSEE, its agents or employees, or if the Building is damaged either by becoming out of repair or by fire or other casualty, none of which arose from any act or omission of LESSEE, its agents or employees so that either: a) Restoration to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage; or b) 20% or more of the usable area of the Building is so damaged, this Lease shall terminate effective:

- (a) If the Building is totally destroyed by such fire or other casualty, automatically on the date of the damage; or
- (b) For other such damage where restoration of the Building to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage or 20% or more (but less than the total) of the usable area of the Building is so damaged, on the effective date of notice served by LESSOR to LESSEE stating that LESSOR has made such determination and by such notice terminates the Lease.

In either of such events, the Monthly Rent shall be abated as set forth in Article IX.5.B. with regard to any termination pursuant to Article X.1 of the Lease, unless the parties otherwise agree in writing.

If the Building is partially (under 20% of the usable area of the Building) damaged either by becoming out of repair or by fire or any other casualty none of which arose from any act or omission of LESSEE, its agents or employees, and restoration to its preexisting condition can reasonably be completed within ninety (90) days after the date of the damage, and LESSOR has determined, in its sole discretion: a) That repair of such damage is critical to maintain the structural integrity of the Building; and

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b) The expenditure for repair of such damage is in accordance with LESSOR's approved annual Prioritized CIP, LESSOR shall, at LESSOR's expense, promptly and with due diligence repair and restore the Building to substantially the same condition in which it existed prior to the damage. In such event, this Lease shall remain in full force and effect, but until the required repairs and restoration are completed, the Monthly Rent shall be abated for the unusable portion of the Building.

2. **Eminent Domain.** If the Premises are made unusable for the Permitted Use due to a taking by any governmental entity pursuant to its power of eminent domain, LESSOR or LESSEE may elect to terminate this Lease as of the date of the taking by eminent domain, by notice to the other party delivered as soon as reasonably possible after a party receives formal notice or otherwise becomes aware of such proceedings. If there is any award or payment by the condemning governmental entity, neither LESSEE nor its agents or employees shall be entitled to any portion thereof. Each party agrees to promptly notify the other party if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

ARTICLE XI. TRANSFER, BANKRUPTCY, OR FORECLOSURE. In the event: a) LESSOR sells, transfers, or otherwise disposes of any part of the Premises; b) LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily); or c) The Premises are foreclosed upon, LESSOR agrees to notify LESSEE of the event in writing within thirty (30) days after the occurrence of such event.

ARTICLE XII. ESTOPPEL CERTIFICATES. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

ARTICLE XIII. LIABILITY. Neither party assumes any liability for acts or omissions of the other party and such liability rests solely with the acting/omitting party. See Addendum.

ARTICLE XIV. NO CONFESSION OF JUDGMENT. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

ARTICLE XV. RESERVED.

ARTICLE XVI. INSURANCE. LESSOR is self-insured for general and automobile liability for the first \$2,000,000.00, and for casualty losses for the first \$1,000,000.00. See Addendum.

ARTICLE XVII. CERTIFICATIONS.

1. **Legal Status Disclosure.** LESSOR is doing business as (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services
<input checked="" type="checkbox"/> Governmental Entity	<input type="checkbox"/> Nonresident Alien Individual
<input type="checkbox"/> Estate or Legal Trust	<input type="checkbox"/> Foreign Corporation, Partnership, Estate or Trust
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Disregarded Entity, Corporation, or Partnership (circle one)
<input type="checkbox"/> Other: _____	

2. **Real Estate Disclosure Statement.** On or prior to March 7, 2017, LESSOR shall provide the "Real Estate Disclosure Form Disclosure Statement" in the form requested by LESSEE.

ARTICLE XVIII. GENERAL PROVISIONS.

1. **Governing Law.** This Lease is subject to, governed by, and to be construed in accordance with the laws of the State of Illinois, without regard to any conflict of law provisions.
2. **Amendments; Entire Agreement.** No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE. This Lease, including the Addendum attached hereto and incorporated herein, and all exhibits, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Lease.

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3. **Incorporation And Control Of Addendum.** The Addendum ("Addendum") attached hereto is incorporated herein and made a part hereof. If any conflict shall be deemed to exist between the terms of this base portion ("Base") of the Lease and the Addendum, the terms of the Addendum shall supersede and control over those in the Base.

The parties express their mutual assent to the promises and covenants made herein as of the date first written above:

LESSOR: BOARD OF EDUCATION OF THE
CITY OF CHICAGO

LESSEE: ILLINOIS HOUSE OF REPRESENTATIVES

BY: _____
Signature of LESSOR's authorized agent

BY: State Rep. Justin A. Slaughter
Signature of REPRESENTATIVE, LESSEE's authorized agent

BY: _____
Printed Name of LESSOR's authorized agent

BY: State Rep. Justin Slaughter
Printed Name of REPRESENTATIVE, LESSEE's authorized agent

DATED: _____

DATED: 3/7/17

Board Rule: Sec. 7-15.b.i.

Approved as to Legal Form:

Ronald L. Marmer, General Counsel

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ADDENDUM TO LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS Addendum To Lease For Legislative District Office Space ("**Addendum**") is attached to and made a part of that certain "Lease For Legislative District Office Space" entered into as of March 7, 2017 ("**Effective Date**") between Board of Education of the City of Chicago, a body politic and corporate, 1 N. Dearborn Street, 9th Floor, Chicago, Illinois 60602 as "**LESSOR**" or "**Board**" thereunder and the Illinois House of Representatives as "**LESSEE**" or "**State**" thereunder, by its agent, State Representative Justin Slaughter ("**REPRESENTATIVE**" or "**Slaughter**"), not individually but in his official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

1. **Conflicts.** If any conflict shall be deemed to exist between the terms of the base portion ("**Base**") of the Lease to which this Addendum is attached and this Addendum, the terms of this Addendum shall supersede and control over those in the Base. The "**Lease**" shall consist of the Base, as modified by this Addendum.

2. **Alterations And Additions.** Neither Lessee nor its agents or employees shall make any alterations, additions, or improvements to or on the Premises, except to the extent any improvements may fall within the definition of "**Operating Services**" that are the responsibility of Lessee hereunder and except for alterations, additions, and improvements as set forth hereinafter.

At Lessee's sole cost and expense, and solely with the prior written consent of Lessor, Lessee may make such alterations, additions, and improvements on the Premises as it shall deem necessary ("**Approved Improvements**"). Any Approved Improvements shall be in full compliance with all applicable Laws and Rules. Lessee shall not commence any such work until Lessee has received written approval of its plans and specifications from Lessor and Lessor has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect all insurance as required by Paragraph 5 hereto. Prior to commencing any Approved Improvement, Lessee shall secure or cause its contractors and subcontractors to secure in their own names and at no cost to Lessor all necessary permits, licenses, and authorizations necessary in order to undertake the Approved Improvements. Upon Lessor's request, copies of such permits, licenses, and authorizations shall be provided by Lessee to Lessor. Each Approved Improvement shall be performed in a good and workmanlike manner and in accordance with applicable governmental permits and consistent with the plans and specifications approved by Lessor. All Approved Improvements shall become the property of Lessor at the end of the Term without further action on the part of Lessor or Lessee.

3. **Multi-Project Labor Agreement.** Lessor has entered into a multi-project labor agreement ("**PLA**") with various trades regarding construction projects awarded by Lessor (a copy of which is available on LESSOR's website at

http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject_Labor_Agreement.pdf

, together with a list of signatory unions, and by this reference, incorporated herein). Lessee acknowledges familiarity with the requirements of the PLA, its applicability to any alteration, remodeling or other construction to be done on the Premises, and further agrees to comply with the PLA in all respects including, without limitation, by ensuring its contractor is a member in good standing of a union signatory to the PLA.

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4. **Indemnification.** Reserved.

5. **Insurance.** Lessee at its expense shall procure and maintain insurance covering all operations of Lessee, its agents, contractors, and subcontractors under this Lease (including without limitation, all use of the Premises, performance and provision of the Operating Services, and any other services or construction or other work in or for the Premises) (collectively "**Insurable Operations**"). All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Lessee shall submit to Board satisfactory evidence of insurance coverage (i.e., a certified copy of any applicable policy of insurance) on or prior to the date occurring thirty (30) days after the Effective Date of this Lease and/or commencement of any Insurable Operations. Policy renewal dates should be noted and new certificates must be obtained with the requirements set forth in this Lease throughout the Term. Minimum insurance requirements are:

A. **Workers' Compensation and Employers' Liability.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all of Lessee's agents and its and their employees who are to perform any Insurable Operations with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. Notwithstanding any provision herein to the contrary, Lessor agrees that any requirement for Lessee to obtain and maintain insurance for workers' compensation is satisfied by Lessee's coverage under the Statue of Illinois's self-insurance program administered by the Department of Central management Services pursuant to 20 ILCS 405/405-105. Lessee shall provide a certificate of such self-insurance to Lessor in form satisfactory to Lessor.

B. **Commercial General Liability (Primary And Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, combined single limit for bodily injury, personal injury and property damage liability. Coverage shall include the following: all Premises and operations, products/completed operations (for a minimum of two (2) years following completion), independent contractors, explosion, collapse, separation of insureds, defense and contractual liability. Board and City (as their interests may appear) shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from any Insurable Operations.

C. **Automobile Liability (Primary And Umbrella).** Automobile Liability Insurance is required when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Lease and/or any Insurable Operations, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Board and City (as their interests may appear) shall be named as additional insureds on a primary, non-contributory basis. Notwithstanding any provision herein to the contrary, Lessor agrees that any requirement for Lessee to obtain and maintain insurance for automobile liability is satisfied by Lessee's coverage under the Statue of Illinois's self-insurance program administered by the Department of Central management Services pursuant to 20 ILCS 405/405-105. The limit for automobile liability is \$2,000,000.00 per occurrence. Lessee shall provide a certificate of such self-insurance to Lessor in form satisfactory to Lessor.

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D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) to provide additional limits for underlying Commercial General Liability Insurance and Automobile Liability Insurance.

E. **Property Insurance/Fire Legal Liability.** Property Insurance and Fire Legal Liability for full replacement cost of personal property, including Board and/or City personal property for which Lessee is contractually responsible, by lease, license or other agreement, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.

F. **Construction.** Lessee shall not commence any such work until Lessor has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect adequate insurance as required by Lessor's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property and builders' risk insurance. Lessee's contractors and subcontractors are subject to the same requirements as Lessee with regard to additional insured, rating, notice, etc.

G. **Contractors Pollution Liability.** When any Insurable Operations are performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Services or other work or services with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. Board and City as their interests may appear are to be named as additional insureds on a primary, non-contributory basis.

H. **Professional Liability/Errors & Omissions.** When any architects, engineers, construction managers or other professional contractors perform any Insurable Operations in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

I. **Additional Insured.** Reserved.

J. **Insurance Certificates.** Lessee's insurance company shall submit an insurance certificate to Lessor evidencing all coverage as required hereunder and indicating the Additional Insured status as required above and otherwise constituting satisfactory proof of insurance meeting the requirements set forth herein on or prior to the date occurring thirty (30) days after the Effective Date of this Lease and/or commencement of any Insurable Operations. The Certificate must provide that sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

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Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Risk Management
Fax: (773) 553-3326
Email: riskmanagement@cps.edu

K. **General.** Any failure of Lessor to demand or receive proof of insurance coverage shall not constitute a waiver of Lessee's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by Lessor that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Lease.

Lessee's failure to carry or document required insurance shall constitute a breach of this Lease. Non-fulfillment of the insurance conditions may constitute a violation of this Lease, and Lessor retains the right to stop use of the Premises or work thereon by Lessee until proper evidence of insurance is provided. In addition, Lessor shall have all of its rights and remedies at law and in equity including without limitation curing such default or terminating this Lease by written notice to Lessee as provided herein.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Lessee. Any insurance or self-insurance programs maintained by Lessor or City do not contribute with insurance provided by Lessee under this Lease.

All contractors and subcontractors are subject to the same insurance requirements of Lessee unless otherwise specified in this Lease. Lessee shall require any and all contractors and subcontractors under this Lease to maintain the insurance as required herein and to comply with the foregoing requirements; otherwise, Lessee shall provide such coverage for such contractors and subcontractors. Lessee will maintain a file of contractors and subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Lessee in no way limit Lessee's liabilities and responsibilities specified within this Lease or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Lease, if any, or any limitation placed on any indemnity in this Lease that might be given or arise as a matter of law.

Upon Lessor's request, Lessee and/or its contractors and subcontractors shall promptly provide a certified copy of any applicable policy of insurance. Lessor reserves the right to modify, delete, alter or change insurance requirements at any time.

L. **Insurance Certificate Monitoring.** Prior to the Effective Date, Lessee must register with and pay the initial annual monitoring fee to the insurance certificate monitoring company designated by Lessor below, and must maintain a current insurance certificate on file during the entire time of any Insurable Operations. The initial annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year, but is subject to change.

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Each year, Lessee will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications, Inc.
676 N. LaSalle – Suite 230
Chicago, IL 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: URL – <http://www.cpsvendorcert.com>

6. **Lessee Waiver.** Other than claims solely to the extent permitted by law for damages resulting from the grossly negligent or willful acts or omissions of Lessor which are covered by insurance, Lessor and City (and their respective mortgagees, agents, board members, and employees) shall not be liable for, and to the extent permissible by law, Lessee on behalf of itself and its agents and employees waives all claims for damage to person or property sustained by Lessee or any person claiming by, through or under Lessee resulting from any accident or occurrence in or upon the Premises or any part thereto, including, but not limited to, claims for damage resulting from: a) Any equipment or appurtenances becoming out of repair; b) Lessor's failure to keep the Premises in repair; c) Injury done or occasioned by wind, water or other natural element; d) Any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring, gas, water, steam pipes, stairs, railings, elevators, escalators or walks (including, but not limited to, the installation of any of the foregoing); e) Broken glass; f) The backing up of any sewer pipe or downspout; g) The discharge from any automatic sprinkler system; h) The bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; i) The escape of steam or hot water; j) Water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises or otherwise; k) The falling of any fixture, plaster or stucco; l) Any act, omission or negligence of any other tenant, licensee or invitee or of any other persons or of other occupants of the Premises or of adjoining or contiguous buildings or of owners of adjacent or contiguous property; m) Any interruption of utility or heat or air conditioning service; n) Any temporary blockage of direct access of or visibility to, from or of the Premises; o) Interruption or termination of water, gas, electric, or sewer service because of necessary repairs, installations, improvements; or p) Any cause beyond the control of Lessor.

7. **Lessee Default.**

A. Events of Lessee Default:

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1. Failure to pay the Monthly Rent or any other sums constituting Rent when due or to provide the requisite satisfactory evidence of vouchering and available funds in REPRESENTATIVE'S office allowance as set forth in Article II when due or any recall/cancellation of any voucher for Rent after it having been made and evidence of same having been provided to Lessor and such failure/recall shall continue for five (5) days after Lessor has notified Lessee by written notice of such default; or
2. Failure to observe or perform any of the other covenants, conditions or provisions to be observed or performed by Lessee that remain uncured for ten (10) days after Lessor has notified Lessee by written notice of such default (or, in the case of any such other default in this Paragraph 7.A.2. which cannot be remedied within said ten (10) days, and where Lessee shall have commenced and shall be diligently pursuing all necessary action to remedy such default, and such default shall continue for thirty (30) days after such notice).

Upon the occurrence of an Event of Default, Lessor shall have all of its rights and remedies at law and in equity including, but not limited to, curing the default or electing to terminate this Lease. Upon termination of this Lease, Lessor may re-enter the Premises, with or without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom. Lessor shall be entitled to recover as damages all Rent and other sums payable by Lessee on the date of termination and any other damages or other remedies to which Lessor may be entitled hereunder and/or at law and in equity.

B. Lessor's Right to Cure Defaults. If Lessee fails to cure a default within the period required in this Lease, Lessor may, but shall not be obligated to, at any time, without further notice, cure any default by Lessee under this Lease, and whenever Lessor so elects, all costs and expenses paid by Lessor in curing such default, shall be payable by Lessee within two (2) days of Lessee's receipt of an invoice detailing such costs and expenses. LESSEE shall either voucher or pay such charges in the manner and time frame for other sums constituting Rent hereunder as set forth in the fourth subparagraph of Article II.3.

8. **Additional Lessee Covenants.** Lessee shall be bound by and perform the covenants contained in this Paragraph 8 at all times during the Term:

A. Obtain and Comply with Permits. Lessee shall apply for, secure, maintain and comply with all licenses and permits which may be required for the conduct by Lessee of the business herein permitted to be conducted in the Premises and to pay, if and when due, all license and permit fees and charges of a similar nature in connection therewith. Lessee covenants, represents, and warrants that, as of the Effective Date, it has acquired all such licenses and permits. Upon Lessor's request, copies of such licenses and permits shall be provided by Lessee to Lessor.

B. Performance. Lessee shall perform all work (including without limitation the Operating Services and the Approved Improvements) in the Premises in a good and workmanlike manner, employing materials of good quality and in compliance with all

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governmental requirements. All work performed by Lessee within the Premises shall be accomplished only by qualified contractors and, if the work for any project is in excess of Ten Thousand and 00/100 Dollars (\$10,000.00) and/or Twenty-five thousand dollars (\$25,000) in the aggregate for all projects during any twelve (12) month period, pursuant to contracts, plans and specifications approved in advance in writing, by Lessor, Lessee shall comply with the terms of the PLA.

C. **Signs.** Lessee shall not affix, maintain or locate any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items on the Premises except such as shall have first been approved in writing by Lessor; provided, however, the existing signage depicted on Exhibit B hereto have been approved by Lessor. Promptly after the commencement of this Lease, Lessee shall replace or revise the existing signage to reflect the change of Representative's identity. The new or revised sign shall be substantially the same in appearance as the existing signage depicted in Exhibit B and otherwise reasonably acceptable to Lessor; provided however, if Lessee desires to substantially change the appearance of the sign inconsistent with the preceding clause or to replace the sign, Lessee shall first provide a depiction of the proposed sign to Lessor and obtain the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall promptly provide to Lessor a copy of the replaced or revised signage after completion thereof.

D. **Notice of Accidents.** Within twenty-four (24) hours of any actual accident, incident, casualty, damage or similar occurrence (or the occurrence of such threatened accident, incident, casualty, damage or similar occurrence that caused police or fire department personnel to be at the Premises), Lessee shall give Lessor telephonic notice of such event by calling the Department of Facilities at (773) 553-2900 and also shall serve prompt written notice (as set forth in Paragraph 9 of this Addendum) with additional details within three (3) days of such event.

E. **Hazardous Materials.** Lessee shall not, use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (hereinafter defined) in, on, under, around or above the Premises and shall indemnify, defend and save Lessor and City harmless from and against any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to or death of any person, or damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials on the Premises during the Term hereof. The term "Hazardous Materials," when used herein, means without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, caustic cleaning substances or materials, pesticides and toxic or hazardous substances or materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in any applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect. Lessee's

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obligations and liabilities under this Paragraph 8.E of this Addendum shall survive the termination or expiration of this Lease.

F. Surrender Of Premises Upon Termination. Upon termination of this Lease, by lapse of time or otherwise, Lessee shall remove any and all of its properties, supplies, and equipment of all kinds (exclusive of the Approved Improvements, which become the property of Lessor in accordance with the provisions of Paragraph 2 hereof) from the Premises, repair any damage caused by such removal, and deliver the Premises in as good a state or condition or better as when entered upon, reasonable wear and tear after last required maintenance or other Operating Service excepted, and excepting any Approved Improvements.

G. Liens And Encumbrances; Lessor's Title Paramount. Lessee shall not cause or permit any lien, interest or encumbrance ("**Liens**"), whether created by act of Lessee, its agents or employees, operation of law or otherwise, to attach to or be placed upon Lessor's or City's title or interest in the Premises. All Liens created by Lessee or its agents or employees shall attach to Lessee's interest only, if any. In case of any Lien attaching, Lessee shall immediately pay and remove/eliminate such Lien and any related judgment or furnish security or indemnify Lessor in a manner satisfactory to Lessor, in its sole discretion, to protect Lessor against any defense or expense arising from such Lien. If Lessee fails to pay and remove any Lien, Lessor, at its election, may pay and satisfy same, and such cost and expense shall be immediately paid by Lessee to Lessor. Lessee's failure to pay and remove any Lien, or failure to reimburse Lessor for the cost to satisfy such Lien shall be a material breach of this Lease, allowing for immediate termination of this Lease. Lessee may not record this Lease on the public records of any public office.

Lessor's title, and/or that of City, is and shall always be paramount to any purported title interest of Lessee. Nothing herein contained shall empower Lessee, its agents or employees to do any act which can, shall or may encumber the title of Lessor or City.

9. Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent; (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid; or (iii) as of the day of delivery if sent by facsimile and confirmation is received that day that the notice was transmitted by facsimile on that day.

All notices shall be addressed as follows:

If to Lessor: Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Facilities Officer
Fax: 773/553-2951

With a copy to: Board of Education of the City of Chicago
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

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Fax: 773/553-1704

If to Lessee: State Representative Justin Slaughter District Office
1234 West 95th Street
Chicago, Illinois 60620
Attn: State Representative Justin Slaughter
Fax: _____

With a copy to: Justin M. Cox, Esq. (Assistant Counsel to the Speaker)
408 State Capitol Building
Springfield, Illinois 62706
Fax: 217/557-7599

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

10. **Miscellaneous Provisions.**

A. **Freedom of Information Act.** Lessee acknowledges that this Lease and all documents submitted to Lessor related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Lease is subject to reporting requirements under 105 ILCS 5/34-220. Lessee further acknowledges that this Lease shall be posted on the Board's website.

B. **Debarment And Suspension.** Lessee acknowledges that in obtaining services to be performed on the Premises, Lessee shall not utilize any firms that have been debarred or otherwise suspended or prohibited from doing business with Board under Board's Debarment Policy (08-1217-PO1), as amended from time to time, or any subsequent policies on Debarment.

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

D. **Governing Law and Construction.** If any action is brought by Lessee, its agents or employees against Lessor concerning this Lease, the action shall only be brought in those Circuit Courts located within the County of Cook, State of Illinois.

E. **Remedies Cumulative; Waiver.** No remedy herein or otherwise conferred upon, or reserved to Lessor shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, or in equity or by statute. No delay or omission of Lessor in exercising any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto. No waiver of any breach of this Lease shall be held as a waiver of any other or subsequent breach.

F. **Inspector General.** Each party to this Lease hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of

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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.

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

H. **Authorization.** In the event Lessee is an entity other than a sole proprietorship, Lessee represents that it has taken all action necessary for the approval and execution of this Lease, and execution by the person signing on behalf of Lessee is duly authorized by Lessee and has been made with complete and full authority to commit Lessee to all terms and conditions of this Lease which shall constitute valid, binding obligations of Lessee. The individual officers, agents and employees of Lessee hereto who execute this Lease do hereby individually represent and warrant that they have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

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

J. **Non-Liability Of Board Officials.** Lessee agrees that no member, employee, agent, officer or official of Lessor shall be personally charged by Lessee, its agents, employees, or any contractors or subcontractors with any liability or expense under this Lease or be held personally liable under this Lease to Lessee, or any of its agents, employees, contractors or subcontractors.

K. **Conflict of Interest.** This Lease is not legally binding on Lessor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board of Education members during the one-year period following expiration or other termination of their terms of office.

L. **Ethics.** No officer, agent or employee of Board is or shall be employed by Lessee or has or shall have a financial interest, directly, or indirectly, in this Lease or the compensation to be paid hereunder except as may be permitted in writing by Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as may be amended from time to time, and any subsequent policies on or relating to ethics, which polic(ies) are hereby incorporated by reference into and made a part of this Lease as if fully set forth herein.

M. **Indebtedness Policy.** Lessee agrees to comply with the Board of Education Indebtedness Policy (96-0626-PO3), adopted June 26, 1996, as amended from time to time and any subsequent policies on Indebtedness, which are hereby incorporated into and made a part of this Lease as if fully set forth herein.

N. **Non-Appropriation.** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in later fiscal year budgets. If sufficient funds are not appropriated in any fiscal year for

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performance under this Lease, Lessor shall notify Lessee and this Lease shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first. Lessor shall not be liable to Lessee under any circumstances for any amount in excess of the current appropriated amount.

O. **Counterparts and Facsimiles.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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

LESSOR:

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: Mary De Runk
Name: Mary De Runk
Title: Deputy Chief Facility Officer

Board Rule: _____

LESSEE:

**ILLINOIS HOUSE OF
REPRESENTATIVES**

By: _____
Name: _____
Title: _____

Approved as to Legal Form: ^{gmm} BAH

Ronald L. Marmer
Ronald L. Marmer, General Counsel

Attachments:

Exhibit A – Legal Description
Exhibit B – Pre-Approved Signage
Exhibit C - Conditions

This Lease Will Be Posted On The CPS Internet Website:

performance under this Lease, Lessor shall notify Lessee and this Lease shall terminate on the last day of the fiscal period for which funds were appropriated or when appropriated funds are exhausted, whichever occurs first. Lessor shall not be liable to Lessee under any circumstances for any amount in excess of the current appropriated amount.

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LESSOR:

LESSEE:

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

ILLINOIS HOUSE OF
REPRESENTATIVES

By: _____
Name: _____
Title: _____

By: Justin Slaughter
Name: Justin Slaughter
Title: IL State Representative - 27th District

Board Rule: _____

Approved as to Legal Form:

Ronald L. Marmer, General Counsel

Attachments:

Exhibit A - Legal Description
Exhibit B - Pre-Approved Signage
Exhibit C - Conditions

EXHIBIT A

LOTS 25 AND 26 (EXCEPT THAT PART TAKEN FOR WIDENING OF 95TH STREET) IN BLOCK 40 IN CREMIN AND BRENNAN'S FAIRWAY PARK SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 27 AND 28 (EXCEPT THE SOUTH 14 FEET THEREOF TAKEN FOR WIDENING OF WEST 95TH STREET) IN BLOCK 40 IN CREMIN AND BRENNAN'S FAIRWAY PARK SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
1234 WEST 95TH STREET, CHICAGO, ILLINOIS

6/26/2015

W 95th St - Google Maps

W 95th St
Chicago, Illinois
Street View - Dec 2014



Image captured: Dec 2014 © 2015 Google

<https://www.google.com/maps/@41.721379,-87.654354,3a,75y,343.95h,78.28t/data=!3m6!1e1!3m4!1s9P4HC6-2paXPJcbSckPEiw!2e0!7!13312!6!6656!6m1!1e1?hl=en>



EXHIBIT C

(Compiled From List Submitted 04.10.15 by State Representative Davis)

PART I: COMPLETED BUILDING REPAIRS/MAINTENANCE – Previously completed by Lessee/Davis, according to Davis:

- Repaired holes in roof in several areas that caused the ceiling to collapse from water leaking inside of the building – (2) times
- Replaced ceiling tiles each time roof leaked
- Repaired busted pipes and replaced fittings in supply/storage room due to freezing; restored water – winter 2010 and 2013
- Water removal from storage room due to busted pipes – (2) times
- Replaced flush valve on leaking toilet in men's bathroom
- Replaced damaged toilet seats in men's bathroom
- Repaired A/C – Heating unit
 - NO HEAT – Replaced hot surface igniter on unit – (2) times in one year
 - NO HEAT – Replaced motor in furnace
 - Purchased two (2) portable a/c units – labor and materials to vent through glass block windows
- Replaced hot water tank
- Replaced broken glass in main front exterior door
- Replaced door closer on front exterior door
- Performed tuck-pointing on west side of building
- Replace broken and uneven floor tile in main entryway
- Re-keyed interior door locks
- Replaced fluorescent lights throughout building

PART II: REPAIRS/REPLACEMENTS LISTED BY DAVIS:

- Replace roof lining and repair the entire roof
- Tuck point entire building
- Replace northeast wall – car crashed into the building (November 2014) – Interior wall in women's bathroom and exterior brick wall destroyed
- Replace the rooftop A/C unit – NO AIR CONDITIONING
- Replace gas valve on rooftop heating unit
- Replace the entire ceiling in office #2 (missing ceiling tiles) due to leaking roof
- Replace miscellaneous ceiling tiles in offices #3 and #4, classroom #5, music room #7, conference room, and computer lab (northwest corner) due to leaky roof
- Replace steel window frame and window in music room #1 – water streams in when it rains
- Replace faucets in men's room
- Replace rusted metal sink basin in janitor/kitchen area
- Replace glass block windows in copier room – holes were filled-in with cement patches
- Replace eroding exterior door on east side of building

