

**AGREEMENT TO RENEW LEASE FOR
SPACE AT 6601 SOUTH KEDZIE AVENUE, CHICAGO, ILLINOIS, BETWEEN
BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS TENANT
AND BETH SHALOM B'NAI ZAKEM ETHIOPIAN HEBREW CONGREGATION, AS LANDLORD**

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THIS AGREEMENT TO RENEW LEASE ("Renewal Agreement") is entered into as of the first day of August, 2009 (the "Effective Date"), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "Tenant"), and **BETH SHALOM B'NAI ZAKEM ETHIOPIAN HEBREW CONGREGATION** (the "Landlord").

RECITALS

- A. Landlord is the owner of certain real estate located at 6601 South Kedzie Avenue, Chicago, Illinois, which is improved with a building ("Building");
- B. The Landlord and the Tenant entered into that certain Lease Agreement dated August 1, 2004, for the lease of a portion of the Building and grounds, as further identified in the Lease Agreement (the "Premises") for the period commencing August 1, 2004, and ending on June 30, 2009; (the "Lease Agreement").
- C. The parties hereto desire to renew the Lease Agreement on the terms and conditions as set forth herein, and not otherwise.

AGREEMENT

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

1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the Lease Agreement.
2. **GRANT/RENEWAL TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for an additional five (5) year period commencing as of the Effective Date and ending June 30, 2014 ("Renewal Term").
3. **BASE RENT FOR RENEWAL TERM.** The Base Rent for the entire Renewal Term shall be \$97,980 per annum, payable over an eleven month period in monthly installments of \$8,907.28 (no rent shall be due for the month of July of each year of the Renewal Term).
4. **USE OF PREMISES.** The Premises shall be used by Eberhart School to relieve overcrowding.
5. **OTHER LEASE TERMS.** Except as specifically amended herein, all other terms of the Lease Agreement shall remain in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year first written above.

TENANT:

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: Michael Scott

Name: Michael W. Scott

Title: President

Attest: Estela H. Beltran 5/27/09

Name: Estela Beltran

Title: Secretary

Board Report No.: 09-0422-OP2 -1

Approved as to Legal Form:

Patrick J. Rocks
Patrick J. Rocks, General Counsel

LANDLORD:

ZAKEN
BETH SHALOM B'NAI ZAKEN ETHIOPIAN
HEBREW CONGREGATION

By: Rabbi Coplan P. Furman, Jr.

Its: Rabbi & C.E.O.


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BUREAU OF REAL ESTATE

LEASE AGREEMENT

FOR SPACE AT

6601 SOUTH KEDZIE, CHICAGO, ILLINOIS

BETWEEN

BETH SHALOM B'NAI ZAKEN ETHIOPIAN HEBREW
CONGREGATION, AS LANDLORD

AND

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

DATED: AS OF AUGUST 1, 2004

LEASE AGREEMENT FOR SPACE AT 6601 SOUTH KEDZIE, CHICAGO, ILLINOIS
BETWEEN BETH SHALOM B'NAI ZAKEN ETHIOPIAN HEBREW CONGREGATION, AS
LANDLORD, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS
TENANT

THIS LEASE AGREEMENT ("Lease") is made as of this 1st day of August, 2004 between **BETH SHALOM B'NAI ZAKEN ETHIOPIAN HEBREW CONGREGATION**, an Illinois not-for-profit corporation ("Landlord"), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Tenant").

RECITALS:

- A. Landlord is the owner of a building including grounds located at 6601 South Kedzie, Chicago, Illinois (collectively the "Building").
- B. Tenant desires to lease a portion of the Building, as set forth on Exhibit "A" (a copy of which is attached hereto and made part hereof) and ingress and egress thereto and therefrom (collectively referred to herein as the "Premises").
- C. Landlord desires to lease the Premises to Tenant and Tenant desires to rent the Premises from Landlord in order to relieve overcrowding at Marquette Elementary School.

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

- 1. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions hereinafter set forth, for a term commencing as of August 1, 2004 and ending on June 30, 2009.
- 2. **USE.** To be used by Marquette Elementary School to relieve overcrowding.
- 3. **RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord, as rent ("Rent") for the Premises for the entire Term, the sum of \$92,000.00 per annum, payable in eleven (11) equal monthly installments (no Rent being payable for the month of July during each lease year), of \$8,363.63, in advance on or before the first business day of each such month.
- 4. **LANDLORD COVENANTS.**
 - A. **Landlord Covenants.** Throughout the Term and the Renewal Term, Landlord shall, at its own cost and expense, be responsible for all maintenance and utilities for the Premises, which shall include, but not be limited to, the following:
 - (i) hot and cold domestic water for the Premises;
 - (ii) maintenance of the plumbing in good operable condition;

(iii) any and all maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components.

(iv) heat and air conditioning to the Premises whenever heat or air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operating condition, excluding damage caused by acts of vandalism by Tenant or its members, agents, students, contractors, parents, guests, or invitees;

(v) any necessary maintenance or repairs, including, but not limited to, painting, repairing and replacing stairs, floors, walls, ceilings, lighting and HVAC fixtures, the roof and all other parts of the physical plant in the Building;

(vi) prompt removal of snow and ice from the sidewalks, steps, walkways, driveways and entrance ways serving the Building; and

(vii) washing of inside and outside windows at the Premises on a reasonable basis.

- B. Repair, Maintenance and Environmental. Landlord shall, at Landlord's sole cost and expense, keep the Premises in a condition of thorough repair and good order. At all times, Landlord shall comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Premises.

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

5. TENANT'S RIGHTS AND COVENANTS.

- A. Throughout the Term and any Renewal Term, Tenant shall, at its own cost and expense, have the right to install a new alarm system. The installation of such new alarm system shall be subject to the prior approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. The Landlord shall be given a duplicate copy of any keys and password for such alarm system. Subject to the prior approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, Tenant shall also have the right to install a sign on the exterior of the Premises, provided the same complies with federal, state, and municipal laws and does not interfere with Landlord's sign on the Building.

- B. Neither Tenant nor any of its agents or employees shall perform or permit any practice that is injurious to the Premises or unreasonably disturbs the use of those portions of the Building that are not part of the Premises by the Landlord, its members, guests, invitees, employees, contractors, and agents; is illegal; or increases the rate of insurance on the Premises.
- C. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, Landlord's equipment or appurtenances thereto.
- D. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises and to show the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation of the Premises; provided that, except in the case of emergencies, Landlord shall first give notice to the Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of the Premises.
- E. Tenant shall not use the Premises in a manner that would violate any federal, state and municipal ordinances, laws, ordinances, orders, rules, regulations and requirements pertaining to the Premises. Tenant further covenants: (i) not to do or suffer any waste or damage to the Premises and to comply with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may have jurisdiction over the Premises or to the use or manner of use of the Premises and (ii) not to disfigure or injure the Building or improvements on the Premises, or to the fixtures and equipment thereof.
- F. Tenant shall not permit any mechanic's lien to be filed against the Building, or any part thereof, arising out of any improvements performed, or alleged to have been preformed, by or on behalf of Tenant. If any such lien is filed, Tenant shall, within ten (10) days thereafter, have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety reasonably satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof or any endorsement to Landlord's title insurance policies in form and substance reasonably satisfactory to Landlord. If Tenant fails to have such lien so released or to deliver such bond or title endorsement to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord, upon demand, for the amount so paid by Landlord, including Landlord's reasonable expenses and attorneys' fees.
- G. Tenant shall be responsible for all janitorial services for the Premises.

- H. Tenant shall be responsible to repair or replace any component of the Premises or the Building which Tenant or any of its employees, contractors, agents, students, guests, or invitees damage or destroy, and the failure to so repair or replace shall constitute a default by Tenant under this Lease. After all notice and cure periods have expired, the Landlord shall have the right to so repair or replace and Tenant shall promptly reimburse the Landlord for the reasonable costs and expenses actually incurred by Landlord in so curing the default.
6. **QUIET ENJOYMENT.** Unless there is an uncured event of default hereunder by Tenant, Landlord covenants that Tenant shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns.
7. **SURRENDER OF PREMISES UPON TERMINATION.** The Tenant shall deliver the Premises, upon termination, in as good a state or condition as the same were when entered upon, less reasonable use and wear and tear thereof and casualty excepted. Any holding over by Tenant of the Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month-to-month only, at a monthly rate equal to one-hundred fifty percent (150%) of the Rent calculated for the month immediately prior to the expiration of this Lease (without reduction for any such partial month). At the expiration or termination of this Lease, due to the lapse of time or otherwise Tenant shall (a) remove: (i) all of Tenant's goods and effects which are not permanently affixed to the Premises; (ii) Tenant's sign; and (iii) except demising walls, all of the alterations and additions made by Tenant; (b) repair any damage caused by such removals; (c) deliver all keys for and all combinations on all locks, safes and vaults in the Premise to Landlord; and (d) peaceably yield up the Premises. Any personal property of Tenant not removed within fifteen (15) days following such expiration or termination shall, at Landlord's option, become the property of Landlord without payment to Tenant. The foregoing covenants shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.
8. **INSURANCE.**
- A. Tenant self-insures with regard to liability and property damage for at least the first Two Million and No/100 Dollars (\$2,000,000.00) and Tenant agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Term or any Renewal Term. Upon request, Tenant agrees to provide certificates evidencing such insurance to Landlord and its mortgagees and shall name Landlord and its mortgagees as additional insureds or loss payee, as appropriate, under such self-insurance program or policies.
- B. The Landlord shall procure and maintain at all times, at Landlord's sole cost and expense, during the Term of this Lease or any Renewal Term the insurance set forth below, with insurance companies authorized to do business in the State of Illinois:
- (i) Commercial Liability Insurance (Primary and Umbrella) or equivalent with

limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, broad form property, separation of insureds, and contractual liability (with no limitation endorsement). The Tenant, its employees, board members, officers, agents, and representatives shall be named as additional insureds on a primary, non- contributory basis for any liability arising directly or indirectly from this Lease.

- (ii) When any motor vehicles (owned, non-owned, or hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Insurance (Primary and Umbrella) with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury and property damage.
- (iii) All risk property insurance coverage shall be maintained by the Landlord for the full replacement value of the Building.

Except for the negligence or wilful misconduct of the Tenant, the Landlord shall be responsible for all loss or damage to personal property (including, but not limited to, materials, equipment, tools, and supplies) owned or rented by the Landlord.

- C. The Landlord shall furnish the Tenant original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease and Renewal Certificates of Insurance, or similar evidence, if the coverages expire or are not renewed during the Term of this Lease or any Renewal Term. The receipt of any certificates does not constitute agreement by the Tenant 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 of the requirements of this Lease. The failure of the Tenant to obtain certificates or other insurance evidence from the Landlord shall not be deemed to be a waiver by the Tenant. The Landlord shall advise all insurers of the provisions of this Lease regarding insurance. Non-conforming insurance shall not relieve the Landlord of its obligations to provide the insurance required by this Lease. Nonfulfillment of the insurance conditions required by this Lease shall, at the option of the Tenant, constitute a default by the Landlord under this Lease.
- D. The insurance required herein shall provide for thirty (30) days notice to be given the Tenant if the coverage is substantially changed or is canceled or not renewed. Any and all deductibles or self insured retentions on the insurance required herein shall be borne exclusively by the Landlord. The Landlord expressly understands and agrees that: (i) any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities set forth in this Lease or as may be

imposed by law and (ii) any insurance or self -insurance programs maintained by Tenant shall apply in excess of and not contribute with the insurance provided by the Landlord under this Lease. The insurance required to be maintained by the Landlord under this Lease shall not be limited by the indemnities provided under this Lease or as may be provided as a matter of law.

- E. The Landlord agrees that the Tenant's Insurance Department shall have the right to make reasonable modifications, deletions, alterations, or changes to the insurance required to be carried by the Landlord as set forth above.
 - F. Each party agrees that its insurers shall waive their rights of subrogation against the other party and its board members, employees, officers, agents and representatives.
9. **LANDLORD DEFAULT.** If Landlord is in default under this Lease and such default shall continue for thirty (30) days after Tenant has notified the Landlord by written notice of such default, unless it is an emergency which shall be cured immediately, or in the case of a default which is not an emergency and cannot be remedied within thirty (30) days where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default within ninety (90) days, the Tenant may, but shall not be obligated to, either (a) cure the default itself, in which case Landlord shall reimburse Tenant therefor within thirty (30) days after Tenant notifies Landlord of the amount so expended or (b) immediately terminate this Lease by providing Landlord written notice as provided for herein.
10. **TENANT DEFAULT.** If any one or more of the following events occur, Tenant shall be in default under this Lease:
- A. Except for the payment of any monetary obligation, if the Tenant is in default under this Lease and such default shall continue for thirty (30) days after Landlord has notified the Tenant by written notice of such default, unless it is an emergency which shall be cured immediately or in the case of a default which is not an emergency and cannot be remedied within thirty (30) days where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default within ninety (90) days; or
 - B. Tenant shall fail to pay Landlord when due, in full, the Rent or any other amount due under this Lease five (5) days after written notice from Landlord that the same is due; or
 - C. The leasehold interest of Tenant is levied upon or attached under process of law and said levy or attachment is not released within thirty (30) days; or
 - D. Tenant abandons or vacates the Premises for more than fifteen (15) days in any calendar year excluding school holidays, vacation breaks, and the month of July of

each calendar year; or

- E. Tenant repeatedly is late in the payment of Rent or other charges to be paid by Tenant under this Lease or repeatedly fails to keep, observe or perform any of the other covenants or agreements to be kept, observed or performed by Tenant under this Lease. For purposes of this subparagraph E, the term "repeatedly" shall mean more than three (3) times in any calendar year.

11. **LANDLORD'S REMEDY FOR TENANT'S DEFAULT.** If Tenant is in default under this Lease, Landlord shall have the following remedies, which shall be cumulative and not exclusive:

- A. Landlord may perform the obligation not performed by the Tenant, in which case the Tenant shall reimburse the Landlord, within thirty (30) days after Landlord's written demand, for all reasonable costs incurred by Landlord in so performing for the Tenant;
- B. Landlord may terminate this Lease. Upon such termination of the Lease, Landlord may re-enter the Leased Premises, with process of law and remove all persons, fixtures and chattels therefrom without being deemed in any manner guilty of trespass. Landlord shall be entitled to recover as damages all Rents and other sums payable by Tenant on the date of termination a sum of money equal to the present value of the Rent (discounted at the rate of eight percent (8%) per annum) and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Term, less the fair rental value of the Premises for said period; provided, however, that Landlord shall use reasonable efforts to sublet the Premises and mitigate its damages.
- C. Landlord may repossess the Premises by forcible entry or detainer suit, or otherwise, without terminating this Lease, in which event Landlord shall use its reasonable efforts to relet all or any part of the Premises for such Rent and upon such terms as shall be reasonably satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the Term, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of Premises). If Landlord does not relet the Premises, Tenant shall pay to Landlord, on demand, as damages, all Rents and other sums payable by Tenant on the date Landlord repossesses the Premises, a sum of money equal to the present value of the Rent (discounted at the rate of eight percent (8%) per annum) and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Term, less the fair rental value of the Leased Premises for said period. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting to satisfy the Rent herein provided to be paid for the remainder of the Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit from time to time to recover any sums falling due under the terms of this Section 11 C.
- D. Any other remedies provided by applicable law.

12. **ATTORNEY FEES AND COURT COSTS.** Each party shall pay to the other all reasonable expenses incurred by the other in successfully enforcing any of the terms and provision of this Lease, including, but not limited to, reasonable attorney fees and costs.
13. **ALTERATIONS AND ADDITIONS.** Tenant shall have the right to make such alterations, additions, and improvements to the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable law and provided that Tenant has obtained the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.
14. **ESTOPPEL CERTIFICATE AND SUBORDINATION.** Within ten (10) business days after Landlord's request, or in the event that upon any sale, assignment or hypothecation of the Building or any portion thereof or interest therein, an Estoppel Certificate shall be required from Tenant, Tenant shall deliver a declaration to any person designated by Landlord: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect; (b) the dates to which Rent has been paid; (c) that Tenant is in possession of the Premises, if that is the case; (c) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in reasonable detail; (d) that Tenant has no off-sets or defenses to the performance of its obligations under this Lease (or, if Tenant believes that are any off-sets or defenses, a full complete explanation thereof); and (e) such additional matters as may be reasonably requested by Landlord, it being agreed that such certificate may be relied upon by a prospective purchaser, mortgagee, or other person having an or acquiring an interest in the Building. If Tenant fails to execute and deliver such certificate within ten (10) business days after request, at Landlord's option, such failure shall constitute a default by Tenant under this Lease.

On the condition that Tenant's possession of the Premises shall not be disturbed if Tenant is not in default under this Lease after the expiration of any notice and cure periods, this Lease is expressly subject and subordinate at all times to any mortgage or trust deed now or hereafter encumbering fee title to the Building. If any mortgage or trust deed is foreclosed, upon request of by any such mortgagee or trustee, Tenant will, on the condition that Tenant's possession of the Premises shall not be disturbed if Tenant is not in default under this Lease after the expiration of any notice and cure periods, attorn to the purchaser at the foreclosure sale. Tenant agrees upon at least thirty (30) days advance written request by any such mortgagee or purchaser at foreclosure, to execute and deliver such reasonable subordination and/or attornment instruments as may be required by such person to confirm such subordination and/attornment. If Tenant fails to execute and deliver any such instrument within ten (10) business days after request, at Landlord's option, such failure shall constitute a default by Tenant under this Lease.

15. **CASUALTY AND CONDEMNATION.** If the Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice

delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. Rent shall abate as of the date of the casualty or taking, and if there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

16. **INDEMNIFICATION.**

A. Tenant hereby agrees to indemnify and hold the Landlord harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Landlord as a result of Tenant's actions on or about the Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Tenant's negligent acts, errors and/or omissions. This provision shall survive the termination of this Lease for a period of two (2) years.

B. Landlord hereby agrees to indemnify and hold the Tenant harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Tenant as a result of Landlord's actions on or about the Premises, limited, however, to only such liabilities, claims or demand which arise or are caused by Landlord's negligent acts, errors and/or omissions. This provision shall survive the termination of this Lease for a period of two (2) years.

17. **SUBLEASE/ASSIGNMENT.** Tenant shall not assign this Lease, in whole or in part, or sublet the Premises, or any part thereof without the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Tenant, shall have the right to sublease or assign the Premises or any part thereof to another governmental agency without the Landlord's consent.

18. **SECURITY.** Landlord agrees to establish and maintain security measures appropriate to reasonably protect the Premises, individuals properly present at the Premises, and the personal property located thereon. Tenant agrees to cooperate with Landlord in maintaining security and in establishing security measures for the Premises comparable to security at Landlord's other places of operation.

19. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective (a) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent, or (b) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Landlord: BETH SHALOM B'NAI ZAKEN ETHIOPIAN HEBREW
 CONGREGATION
 6601 South Kedzie
 Chicago, Illinois 60629

Attention: Rabbi Capers C. Funnye, Jr.

With a copy to: David G. Spak. Esq.
Two Northfield Plaza, Suite 340
Northfield, Illinois 60093

If to Tenant: BOARD OF EDUCATION OF THE CITY OF CHICAGO
125 South Clark Street, 16th Floor
Chicago, Illinois 60603
Attention: Director of Real Estate

With a copy to: BOARD OF EDUCATION OF THE CITY OF CHICAGO
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel

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

20. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.
21. **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.
22. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this Lease do hereby individually represent and warrant that they have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.
23. **SEVERABILITY.** In the event that 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.
24. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Tenant if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.
25. **INDEBTEDNESS.** Landlord agrees to comply with the Tenant's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as may be amended from time to time, which policy

is hereby incorporated by reference as if fully set forth herein.

26. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Landlord agrees that any expenditures beyond the Tenant's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).
27. **INSPECTOR GENERAL.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
28. **ETHICS.** The Tenant's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, is incorporated into and made part of this Lease.
29. **HOLDING OVER.** Any holding over by Tenant shall be construed to be a tenancy from month to month only and the Rent shall be at the same rent as set forth in Paragraph 4 of this Lease.
30. **GOVERNING LAW.** This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.
31. **ENTIRE AGREEMENT.** All preliminary and contemporaneous negotiations are merged into and incorporated into this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.
33. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease and of each and every provision hereof.
34. **NO PRINCIPAL/AGENT OR PARTNERSHIP RELATIONSHIP.** Nothing contained in this Lease shall be deemed or construed by the parties hereto not by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto.
35. **FORCE MAJEURE.** When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.
36. **BOARD APPROVAL.** This Lease is subject to approval by the members of the Chicago Board of Education.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the first day of August, 2004.

LANDLORD:

BETH SHALOM B'NAI ZAKEN ETHIOPIAN HEBREW CONGREGATION

By: Rabbi Capers C. Funnye, Jr.
Name: Capers C. Funnye, Jr.
Title: Rabbi + C.E.O.

Attest:

By: Aharon B. Yosef
Name: AHARON B. YOSEF
Title: PRESIDENT

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

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

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

Board Report No: 04-0728-OP7

Approved as to Legal Form: Lu

Ruth H. Moscovitch
Ruth Moscovitch, General Counsel

EXHIBIT "A"

PREMISES

The Building and Grounds at 6601 South Kedzie consisting of eight (8) classrooms: 400,401,402, 403, 404, 405, 407 and 410; dining room area; gymnasium; office; boys and girls toilet facilities; and use of the parking lot for staff parking as needed. Total square footage for the foregoing is 9,316 square feet. It is understood and agreed that the dining room area, gymnasium, and one office are in the basement of the Building, one classroom is used as another office and that the bathrooms are adjacent to the classrooms.

**ADDENDUM TO LEASE AGREEMENT ("LEASE") FOR SPACE AT LAWN MANOR
BETH JACOB CONGREGATION, 6601 SOUTH KEDZIE AVENUE, CHICAGO ILLINOIS**

THIS ADDENDUM TO LEASE AGREEMENT ("Addendum") is made as of the 1st day of August, 2003 between **LAWN MANOR BETH JACOB CONGREGATION** ("Landlord") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** ("Tenant").

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RECITALS:



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- A. As of July 1st, 2002, the parties entered into the Lease;
- B. The Tenant desires to Renew the Lease for an additional eleven (11) months from August 1, 2003 and ending on June 30, 2004 ("Renewal Term");
- C. The Landlord has agreed to allow the Lease to be renewed for the Renewal Term on the terms and conditions set for below, which terms and conditions are acceptable to the Tenant.

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

- 1. All defined terms used herein shall have the same meaning as used in the Lease unless the context clearly requires a different meaning or connotation.
- 2. The Lease is renewed for the period commencing August 1, 2003 and ending June 30, 2004 at the same rent as set forth in Paragraph 3 of the Lease.
- 3. Commencing with the Rent payment which will be due September 1, 2003: (a) any Rent which is not paid within thirty (30) calendar days from the date due shall bear interest at the rate of eight (8%) percent per annum from the date that said payment is due and (b) Tenant shall pay a late payment fee equal to \$200 if any payment of Rent is paid more than ten (10) calendar days after the date that same is due.
- 4. In Article 4 A (Landlord's Additional Covenants), subparagraph (vi) is stricken in its entirety and subparagraphs A (i) and (iii) are stricken in their entirety and the following are substituted therefor:

"(i) heat and electricity as deemed necessary by Landlord, in its reasonable discretion, for the use and occupancy of the Premises during normal school hours on weekdays for the purposes for which this Lease is made;"

and

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“(iii) any necessary extraordinary maintenance or major repairs including, but not limited to, the painting, repairing, and replacing stairs, floors, walls, ceilings, lighting, and HVAC fixtures, the roof and all other parts of the physical plant, provided that Landlord reserves the right to terminate the Lease, on sixty (60) days prior written notice, if any maintenance or repair is demanded by the Tenant and will be greater than \$5,000.00.”

5. In Article 4 B (Environmental), the second full paragraph is amended by adding the following sentence at the end of said paragraph:

“Notwithstanding the foregoing, Landlord reserves the right to terminate this Lease, on sixty (60) days prior written notice, if any maintenance is demanded by the Tenant and will be greater than \$5,000.00.”

6. In Article 4 B (Environmental), the third full paragraph is stricken in its entirety and the following is substituted therefor:

“If Landlord fails to complete any repair or maintenance for which Landlord is obligated herein within five (5) days of written notice from Tenant of a condition requiring repair or maintenance (or, if such repair or maintenance cannot by its nature reasonably be completed within five (5) days, Landlord has not commenced within five (5) days of said notice the repair or maintenance and continuously and diligently prosecuted its completion), Tenant shall have the right, but not the obligation, to terminate this Lease upon no less than thirty (30) days prior written notice to Landlord.”

7. In Article 5 (Janitorial Services) the following phrase is added to the beginning of the first sentence: “At the sole cost and expense of Tenant,”.

8. In Article 7 (Surrender of Premises Upon Termination), the following sentence is added: “Tenant shall use reasonable care not to damage the Premises or the Building on the Premises and shall repair any structural damage to the Building on the Premises caused by the Tenant or its contractors, agents, or employees, ordinary wear and tear excepted.”

9. Article 9 (Landlord Default) is stricken in its entirety and the following is substituted therefor:

“9. **LANDLORD DEFAULT.** If Landlord fails to furnish any necessary repairs or services as required for the purposes of this Lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Tenant and such failure shall continue for thirty (30) days after Tenant has notified the Landlord by written notice of such failure, unless in the case of such failure which cannot be remedied within thirty (30) days where Landlord shall have commenced and shall be

diligently pursuing all necessary action to remedy such failure, the Tenant may, but shall not be obligated to, terminate this Lease upon thirty (30) days prior written notice to Landlord.”

10 Article 10 (Tenant Default) is stricken in its entirety and the following is substituted therefor:

“10. **TENANT DEFAULT.** If the Tenant fails to furnish any necessary repairs or services as required for the purposes of this Lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Landlord or fails to timely pay Rent to the Landlord and such failure shall continue for thirty (30) days after Landlord has notified the Tenant by written notice of such failure, unless in the case of a non-monetary failure which cannot be remedied within thirty(30) days, where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Landlord may, but shall not be obligated to, terminate this Lease on thirty (30) days prior written notice.”

11. Article 11 (Casualty and Condemnation) is stricken in its entirety and the following is substituted therefor:

“11. **CASUALTY AND CONDEMNATION.** If the Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. Rent shall abate as of the date of the casualty or taking, and in the event there is any award or payment by the condemning governmental entity, Tenant shall only be entitled to a separate award to that portion of the award or payment representing compensation for Tenant's leasehold interest, personal property, fixtures (if any) and moving expenses. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.”

12. In Article 12 (Indemnification), Paragraph A is stricken in its entirety and the following is substituted therefor:

“A. Tenant hereby agrees to indemnify and hold the Landlord harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Landlord as a result of Tenant's (including, without limitation, Tenant's contractors, employees, and agents) actions on or about the Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Tenant's willful or negligent acts, errors and/or omissions. This provision shall survive the termination of this Lease for a period of two (2) years.

13. In Article 13 (Sublease/Assignment), the Tenant agrees that its right to sublease or assign are subject to the prior written consent of Landlord.

14. Article 14 (Security) is stricken in its entirety and the following is substituted therefor:

"14. **SECURITY.** Landlord agrees to maintain security measures that are presently in place to reasonably protect the Real Estate, the Premises, individuals properly present at either of the foregoing, and the personal property located thereon. Tenant agrees to cooperate with Landlord in maintaining security and in establishing security measures for the Premises comparable to security at Tenant's other places of operation. If Tenant requests any change in present security measures, the cost of such change shall be at the sole cost and expense of Tenant."

15. In Article 15 (Notice), in the provisions for notice to the Landlord, the name "Arthur Deicher" is stricken and the name "Norma Pechter" is substituted therefor.

16. Except as amended by this Addendum,, all other terms and conditions of the Lease shall remain unchanged and continue in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, the parties have set their hands and seals as the first day of August, 2003.

LANDLORD:

LAWN MANOR BETH JACOB CONGREGATION

By: Norma Pechter

Printed Name: NORMA PECHTER

Its: President

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Sean Murphy

Its: Chief Operating Officer