RECEIVED

DEC 2 3 2004

BUREAU OF REAL ESTATE

OFFICE BUILDING LEASE

320 North Elizabeth Street
Chicago, Illinois 60607

Between

FULTON / ELIZABETH, LLC,

as Landlord

and

BOARD OF EDUCATION OF THE CITY OF CHICAGO

as Tenant

TABLE OF CONTENTS

OFFICE BUILDING LEASE

THIS LEASE is made as of the 1st day of November, 2004, by and between **FULTON / ELIZABETH, LLC**, an Illinois limited liability company, ("Landlord") and **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, ("Tenant").

Landlord hereby leases to Tenant and Tenant hereby accepts the premises (the "Premises") designated on the plan attached hereto as Exhibit "A", comprised of approximately 41,853 rentable square feet known as the interior of 320 North Elizabeth Street, Chicago, Illinois 60607 (the "Building") and located on the Land bordered by Fulton Street, Elizabeth Street, Ada Street and Carroll Avenue, along with certain other commercial office buildings and parking facilities commonly known as the FultonWest (the "Land"), and all furniture, fixtures and equipment (the "FF&E") supplied by Landlord in connection therewith identified on Exhibit "C", for the term of two (2) years commencing on the 1st day of November, 2004 and terminating on the 31st day of October, 2006 (the "Term"), both dates inclusive, unless sooner terminated as provided herein.

Landlord makes no representations or warranties, express or implied, with regard to such FF&E and Tenant accepts same in "AS IS, WHERE IS" condition.

In consideration thereof, Landlord and Tenant covenant and agree as follows:

1. **BASE RENT**. Tenant shall pay to Landlord at the office of Landlord or at such other place as Landlord may designate the monthly Base Rent as follows:

PERIOD	MONTHLY BASE RENT
November1, 2004 through October 31, 2005	$47,085.00
November1, 2005 through October 31, 2006	$50,572.00

Each monthly Base Rent payment shall be made in advance on the first day of each and every month during the Term, without any set-off or deduction whatsoever. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Base Rent for such month shall be prorated, and the prorated rent for the portion of the month in which the Term commences shall be paid at the time of execution of this Lease.

2. **ADDITIONAL RENT**. All amounts required or provided to be paid by Tenant under this Lease in addition to base rent shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent. Tenant hereby agrees to pay the following amounts as Additional Rent to Landlord:

(a) UTILITY USAGE FEE. Tenant shall pay to Landlord as Additional Rent for gas and electricity usage, as set forth in Paragraph 6A(a) hereinbelow, a Utility Usage Fee based on Tenant's use thereof after the normal business hours of 7:00am to 6:00pm Monday through Friday, 8:00am to 1:00pm Saturday, holidays excepted (the "normal business hours").

3. **OCCUPANCY**. Tenant shall use and occupy the Premises for general office purposes and for training facility and program office for teachers and parents and no other purpose.

4. **CONDITION OF PREMISES**.

Landlord's Work: Except for the Tenant's Work and the Landlord's Work set forth below, the Tenant's taking possession shall be conclusive evidence that the Premises and the Building were in good order and satisfactory condition when the Tenant took possession, and Tenant, having examined the Premises, accepts same in "AS-IS" condition. No promise of the Landlord to alter, remodel or improve the Land, the Premises or the Building and no representation respecting the condition of the Land, the Premises or the Building have been made by the Landlord to the Tenant except: (a) the Tenant's Work and (b) Landlord shall, at its sole cost and expense, using building standard materials and workmanship, steam clean the existing carpet, touch-up paint the walls and broom sweep the Premises ("Landlord's Work").

Tenant's Work: The Tenant has, at Tenant's sole cost and expense, caused to be prepared and submitted to the Landlord plans and specifications (hereinafter referred to as the "Tenant's Plans"), dated November 4, 2004 prepared by Primera Engineering for Landlord's prior approval, disclosing all construction to be performed to build out the Premises. The Landlord has reviewed and approved the Tenant's Plans. No change shall be made to the Tenant's Plans or the final finishes without, in each instance, the prior written consent of the Landlord. The Landlord has agreed to build out the Premises in substantial compliance with all applicable governmental laws, rules, statutes, ordinances and regulations (all of such work, installations and modifications are hereinafter collectively referred to as the "Tenant's Work" or "Work"). All installations, alterations and additions shall be in accordance with the Tenant's Plans and shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used. Such Work performed by Landlord's Contractor shall comply with all applicable insurance requirements, all laws, statutes, ordinances and regulations of the City of Chicago, the State of Illinois and the United States of America. The Landlord and Tenant shall cooperate with each other in obtaining a Building Permit from the City of Chicago. Landlord shall permit Tenant to observe all construction operations within the Premises performed by Landlord's Contractor. All such review and observation by the Tenant shall be solely and only for the benefit of the Tenant. The Landlord shall be required, at its sole cost and expense, to provide for its own supervision of the Landlord's Contractor. No silence or statement by the Tenant's supervisor shall be deemed or construed as an assumption by said supervisor or the Tenant of any responsibility for or in relation to the construction of the Premises or any guarantee that the work completed within the Premises complies with laws, complies with Tenant's Plans, or is suitable or acceptable to the Tenant for Tenant's intended business purposes.

After Substantial Completion and prior to Tenant's Reimbursement of the cost of the Tenant Improvements as set forth below, Landlord to furnish final lien waivers and sworn contractors' statements and all other reasonable information Tenant may request, in writing, so as to enable the Tenant to determine the status of: (i) all contracts let or to be let in relation to the Work; (ii) the cost of all Work, including the cost of any extras or modifications requested by the Tenant after Landlord's approval of Tenant's Plans; (iii) the status of completion of the Work; (iv) the status of payment to all contractors, subcontractors and materialmen in relation to the Work; and (v) the status of any adverse claims or disputes with contractors, subcontractors or materialmen in relation to the Work.

The cost of the Tenant Work shall be Two Hundred Fifty-five Thousand and 00/100 Dollars ($255,000.00) and Tenant shall reimburse Landlord for such sum within thirty (30) days after "Substantial Completion" of the Tenant Work. The Tenant Work shall be deemed to be substantially completed ("Substantially Completed" or "Substantial Completion") when Tenant's Architect reasonably determines that it has been completed in accordance with Tenant's Plans (except for "Punch List Items" as defined hereinafter). Upon Substantial Completion of the Tenant Work, the Landlord and Tenant shall inspect the Premises and jointly prepare a punch list of agreed upon items of Tenant Work remaining to be completed by Landlord (the "Punch List Items").

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

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

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

Landlord and Landlord's Contractor shall assume responsibility for the prevention of accidents to its agents and employees and shall take all reasonable safety precautions with respect to the work to be performed and shall comply with all applicable laws, ordinances, rules, regulations and orders applicable to the construction of the Tenant Work, including those of any public authority, for the safety of persons or property. Landlord shall advise Landlord's Contractor to report to the Tenant any injury to any of its agents or employees and shall furnish Tenant a copy of the accident report filed with its insurance carrier within three (3) days of its occurrence.

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

Except for the gross negligence or willful misconduct of Tenant and to the fullest extent permitted by law, Landlord shall indemnify, defend, and hold harmless the Tenant, its agents and employees, from and against all claims, damages, liabilities, losses and expenses of whatever nature (including but not limited to court costs and reasonable attorneys' fees), for the cost of any repairs to the Premises necessitated by activities of the Landlord or Landlord's Contractor in connection with the Tenant Work, and bodily injury to persons or damage to property arising out of or resulting from the violation by the Landlord any of the terms and provisions of this Section 4 and/or the performance of the Landlord's Work by the Landlord or Landlord's Contractor.

Notwithstanding anything contained herein to the contrary, in no event shall Landlord be required to obtain a Certificate of Occupancy from any governmental authority with respect to Tenant's occupancy of the Premises. Tenant acknowledges that the existing Building zoning is M2-4. Tenant shall be responsible to obtain any necessary zoning variance or modification required as a result of Tenant's use of the Premises.

5. **POSSESSION**. After completion of the Landlord Work and the Tenant Work, the Premises shall be ready for occupancy by Tenant. If Tenant shall take possession of any part of the Premises prior to the date fixed above as the first day of the Term (which Tenant may not do without Landlord's prior written consent), all of the covenants and conditions of this Lease shall be binding upon the parties hereto with respect to such part of the Premises as if the first day of the Term has been fixed as the date when Tenant entered such possession and Tenant shall pay to Landlord rent for the period of such occupancy prior to the first day of the Term of this Lease at the rate of the annual Base Rent set forth in Paragraph 1 hereof for the portion of the Premises so occupied. Under no circumstances shall the occurrence of any of the events hereinabove referred to be deemed to accelerate or defer the stated expiration date of the Term.

6. A. **SERVICES**.

(a) Utilities: Landlord shall provide to the Premises, at Landlord's sole cost and expense: (i) electricity for all standard receptacles and standard lighting fixtures within the Premises during Landlord's normal business hours of 7:00am to 6:00pm Monday through Friday and 8:00am to 1:00pm Saturday, Sundays and holidays excepted, and (ii) central heat and air-conditioning in season during Landlord's normal business hours. Tenant's use of electric, heating, and air-conditioning services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that use which Landlord deems to be standard for the Building.

Tenant shall pay to Landlord, as Additional Rent, on a monthly basis together with Tenant's monthly Base Rent, the Building's electric and heating expense during other than normal business hours, Sundays and holidays (the "Utility Usage Fee"). Landlord shall keep or cause to be kept records showing the Utility Usage for each calendar year, and Tenant may examine these records upon written request.

If Tenant requires electricity for equipment and accessories not normal to office usage, Tenant shall procure electricity for such equipment and accessories, at Tenant's expense, from the local public utility company servicing the Building. Tenant shall pay for the cost of installing any additional required meters.

(b) City water, at Landlord's expense, for drinking, lavatory and toilet purposes.

(c) Landlord shall provide the following services on all days during the Term, excepting Sundays and holidays, unless otherwise stated:

(i) Window washing of all exterior windows in the Premises at intervals to be determined by Landlord.

(ii) Reasonably adequate operatorless passenger elevator service at all times.

(iii) Snow removal service for walks within a reasonable time after a snowfall.

(d) Tenant shall have access to the Premises at all times.

(e) Landlord does not covenant that any of the services or utilities to be provided by Landlord pursuant to this Lease will be free from failures or delays caused by repairs, renewals, improvements, changes of service, alterations, work stoppages, labor controversies, accidents, inability to obtain fuel, electricity, water supplies or other causes beyond the reasonable control of Landlord. Tenant agrees that Landlord shall not be liable in damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service when such failure or delay is occasioned, in whole or in part, by repairs, renewals or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort so to do, by any accident or casualty whatsoever, by the act or default of Tenant or other parties, or by any cause beyond the reasonable control of Landlord; and such failures or delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying rent or performing any of its obligations under this Lease and Tenant hereby waives and releases all claims which it may at any time hereafter have against Landlord related to any such failure or delay.

(f) All charges for services for which Tenant is required to pay hereunder shall be due and payable at the same time as the installment of rent with which they are billed, or, if billed separately, shall be due and payable within ten (10) days after such billing.

Without limiting the foregoing and subject to the other terms and provisions of this Lease, Landlord shall perform or cause to be performed, the following services in maintaining the Building:

a. Maintain, repair and replace the landscaping, asphalt, sidewalks and utilities serving the common areas;

b. Maintain, replace and repair roof, flashing, gutters and downspouts, Building structure, HVAC, plumbing, electrical, sprinkler systems and elevators;

c. Promptly remove all papers, debris, refuse, snow and ice from the common areas and wash or thoroughly sweep paved areas as required;

B. **UTILITY DEREGULATION**:

(a) Landlord Controls Selection. Commonwealth Edison ("Electric Service Provider") is the utility company currently providing electricity service for the Building. Chilled water for the Building's and the Premises' air conditioning system ("Chilled Water") may currently be provided via the Building's own chiller system and chilling tower. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right, at Landlord's sole option, at any time and from time to time during the Term to either contract for electric service and/or Chilled Water from a new or different company or companies providing electric service and/or Chilled Water (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to either contract for service from the Electric Service Provider or maintain the Building's own chiller system and chilling tower to provide Chilled Water to the Building.

(b) Tenant Shall Give Landlord Access. Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's water lines, electric lines, feeders, risers, wiring, and any other machinery or service apparatus within the Premises. Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises.

(c) Landlord Not Responsible for Interruption of Service. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, defect, interruption or delay in the supply or character of the electric energy and/or the Chilled Water furnished to the Premises or the Building, or if the quantity or character of the electric energy or Chilled Water supplied by the electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

C. **RENT ABATEMENT**. Notwithstanding anything to the contrary contained herein, if, as a result of the negligence of Landlord, its agents or employees, there is an interruption or discontinuance in the furnishing by Landlord of any of the aforementioned services to the Premises which results in Tenant being unable to operate at the Premises, and Tenant is closed at the Premises, for a period in excess of five (5) consecutive days after notice to Landlord by Tenant, the monthly Base Rent required under this Lease shall abate from the end of such period until the earlier of the date Tenant reopens at the Premises or such time as the service is restored such that Tenant is again reasonably able to operate at the Premises. In the event that such interruption or discontinuance which is not within Landlord's reasonable control, or which is not being diligently remedied by Landlord, results in Tenant being unable to operate at the Premises, and Tenant is closed at the Premises, for a period in excess of sixty (60) consecutive days after notice to Landlord by Tenant, then Tenant shall have the right to terminate this Lease by written notice to Landlord.

7. **REPAIRS**. Subject to Paragraph 8 hereof, Tenant will at Tenant's own expense, keep the Premises in good order, repair and condition during the Term, and Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances with fixtures or appurtenances of substantially the same grade, make and quality, under

the supervision and subject to the approval of the Landlord, and within any reasonable period of time specified by the Landlord. Tenant's obligation for repairs shall not include any obligation to make structural repairs, including the walls, roof, floors and internal pipes, conduits, ducts, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating, and air conditioning, unless such repairs are caused by the negligence of Tenant. If the Tenant does not make its required repairs and replacements after notice and opportunity to cure as provided in Section 22 hereinbelow, Landlord may, but need not, do so, and Tenant shall pay Landlord the cost thereof forthwith upon being billed for same.

Landlord may, but shall not be required to, enter the Premises at all reasonable times after reasonable notice (except in cases of emergency) to make such repairs, alterations, improvements and additions, including, without limitation, conduits, ducts, internal pipes, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating and air conditioning, as Landlord shall desire or deem necessary to the Premises or to the Building or to any equipment located in the Building or as Landlord may be required to do by government authority or court order or decree. Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises.

8. **ADDITIONS AND ALTERATIONS**. Tenant shall not, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed, make any alterations, improvements or additions to the Premises. As a condition to Landlord's consent, Landlord may impose such reasonable conditions with respect thereto as Landlord deems appropriate, including, without limitations, requiring Tenant to furnish Landlord with evidence that Tenant either self-insures or carries insurance against liabilities which may arise out of such work, as reasonably determined by Landlord. Landlord's consent to alterations shall not be required if such improvements (a) are nonstructural in nature, (b) would not affect the building systems outside of the Premises, and (c) would not require Tenant to obtain a building permit, provided that Tenant removes and repairs all resultant damage of such work prior to the expiration or earlier termination of this Lease. The work necessary to make any alterations, improvements or additions to the Premises shall be done by Tenant's contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof, and upon completion deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials, and Tenant shall defend and hold Landlord and the Land and Building harmless from all costs, damages, liens and expenses related thereto.

All work done by Tenant or its contractors pursuant to this Paragraph 8 or pursuant to Paragraph 7 hereof shall be done in first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. All required permits shall be obtained by Tenant at Tenant's expense.

If Tenant desires signal communications, alarm or other utility or service connection installed or changed, the same shall be made at the expense of Tenant, with prior written consent and under direction of Landlord and subject to the terms and conditions of the first paragraph of this Paragraph 8 hereof or of Paragraph 8A below.

All alterations, improvements, additions and wiring or cabling to the Premises, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall, unless Landlord requests their removal at the time of giving its consent in accordance with this Section 8 (in which case Tenant shall remove the same as provided in Paragraph 16), be relinquished to Landlord in good condition, ordinary wear and tear and loss from casualty excepted.

Tenant may affix or install any wall treatments or wall coverings, of any type or nature within the Premises, provided that Tenant removes and repairs all resultant damage of such work prior to the expiration or earlier termination of this Lease.

8. A. **RISERS, CABLING AND CONNECTIONS.**

(a) As used herein, the term "Telecommunications Infrastructure" shall mean the Building's existing cables, conduits, inner ducts, connecting hardware, network point of presence ("Netpop") room, pathways and spaces, and risers and riser closets, all comprising the existing telecommunications infrastructure in the Building.

(b) (i) During the Term of this Lease, and provided there is no uncured event of default hereunder, Tenant shall be permitted use of the Telecommunications Infrastructure to extend circuits from the Netpop, through the Building's telecommunication riser (if more than one, the one selected by Landlord), to the riser closet of the floors of the Premises ("Floor Riser Closet") to serve the Premises. Same shall be done at Tenant's sole cost and responsibility, with a telecommunications company selected by Tenant.

(ii) No promise or representation is made from Landlord to Tenant that, at the time of execution of the Lease, any type of wiring, cabling, circuits or feeds will be in place extending from the said Floor Riser Closet to the Premises. Any such extension of wiring, cable, circuits, feeds or the like from the Floor Riser Closet to the Premises desired by Tenant for its initial "build-out" of the Premises or thereafter shall be at the sole cost and responsibility of Tenant. All services and materials for such extension shall be provided by a telecommunications company selected by Tenant.

(c) In the event Tenant desires to not utilize any of the existing components of the Telecommunications Infrastructure and to instead furnish and install its own direct feed through a Building riser into the Netpop, same shall be done (i) at Tenant's sole cost and expense, and after first obtaining any and all necessary permits therefor, (ii) pursuant to plans and specifications first approved by Landlord, which approval shall not be unreasonably withheld or delayed; and (iii) only through, and pursuant to, a separate agreement between Tenant and a telecommunications company selected by Tenant.

(d) Tenant hereby releases Landlord from any and all claims Tenant may hereafter have related to any acts or omissions of any telecommunications company servicing the Telecommunications Infrastructure, and pursuant to its separate agreements, if any, with Tenant per subparagraphs (b)(i), (b)(ii) and (c) above.

9. **COVENANT AGAINST LIENS**. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, Building or Premises, or to Tenant's interests in the Premises or under this Lease. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Land, Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and in case of any such lien attaching, Tenant covenants and agrees immediately to cause it to be released and removed of record or bonded in manner reasonably satisfactory to Landlord.

10. **INSURANCE**. Landlord and Tenant each agrees to use its best efforts to have all fire and extended coverage and other property damage insurance which it carries with respect to the Land, Building or Premises or to the property located in the Premises endorsed with a clause which reads substantially as follows: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property described herein." Landlord and Tenant each hereby waives all claims for recovery from the other for any loss or damage to the Land, Building or Premises or to the contents thereof which is either self-insured or insured under valid and collectible insurance policies, subject to the condition that this waiver shall be effective only when the waiver is either permitted by such insurance policy or when, by the use of good faith efforts, such waiver could have been included in the applicable insurance policy at no additional expense.

Tenant shall self-insure or carry the following insurance in companies satisfactory to Landlord:

(a) Comprehensive general liability insurance during the entire term hereof covering both Tenant and Landlord as insureds with terms and in companies satisfactory to Landlord with limits of not less than One Million ($1,000,000) Dollars combined single limit per occurrence for Personal Injury, Death and Property Damage or in such other amounts as Landlord shall reasonably require.

(b) Insurance against all risks (including sprinkler leakage, if applicable), for the full replacement cost of all additions, improvements and alterations to the Premises (except to the extent the same are included within the definition of "building standard"), and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises.

(c) Landlord acknowledges that Tenant is self-insured against the above stated risks, and Tenant acknowledges that its self-insurance is in a sufficient amount to cover the above stated risks.

Tenant shall, prior to the commencement of the Term (or within ten (10) days after written notice from Landlord to Tenant in the case of additional coverage or increased amounts of coverage), furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to Landlord and Tenant.

Tenant shall comply with all applicable laws and ordinances (including, but not limited to environmental laws), all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises, or use, store or dispose of within the Land, Premises or the Building materials, which may thereby be prohibited or not be approved by any appropriate governmental agency or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

If Tenant does not self-insure or take out the insurance required pursuant to this Paragraph 10 or keep the same in full force and effect, Landlord may, but shall not be obligated to take out the necessary insurance and pay the premium therefore, and Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including reasonable attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to the amount of the premiums thereon.

In no event shall Tenant permit in the Premises flammables such as gasoline, turpentine, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature, and in no event shall Tenant, its agents, employees or invitees bring any such flammables or other articles into the Building. If by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall, after notice and opportunity to cure, have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

Tenant shall not bring, keep, discharge or release or permit to be brought, kept discharged or released, in or from the Premises or the Building any toxic or hazardous substance, material or waste or any other contaminant or pollutant other than non-reportable quantities of such substances when found in commonly used household cleansers, office supplies and general office equipment (collectively, "Hazardous Materials"), and any Hazardous Materials shall be used, kept, stored and disposed of in strict accordance with all applicable federal, state and local laws. Tenant shall comply with all applicable federal, state and local laws. Tenant shall comply with all applicable federal, state and local reporting and disclosure requirements, with respect to Hazardous Materials, applicable to its business operations in the Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any and all types of substances, materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Premises. If Landlord in good faith determines that any of such substances create a risk to the health and safety of Tenant's employees and invitees or to any other tenant or invitee of the Land, Tenant shall, upon demand by Landlord, take such remedial action, at the sole cost and expense of Tenant (including, without limitation, removal in a safe and lawful manner of any Hazardous Materials from the Premises), as Landlord deems necessary or advisable or as is required by applicable law.

Landlord shall carry during the Term: (1) full replacement cost property insurance covering the Land and Building and (2) general liability insurance covering the Land and Building, both in such amounts deemed appropriate by Landlord. Tenant shall not make any use of the Premises which shall cause Landlord's cost of insurance to increase or require additional insurance coverage.

11. **FIRE OR CASUALTY**. If the Land, Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenantable, then Landlord shall repair and restore the same with reasonable promptness. If any such damage renders all or a substantial portion of the Premises or of the Building, untenantable, Landlord shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If such estimate is that the amount of time required to substantially complete such repair and restoration will exceed one hundred eighty (180) days from the date such damage occurred, then either Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Premises are rendered untenantable) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Notwithstanding anything to the contrary herein set forth, Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, in the event such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said one hundred eighty (180) days.

Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Paragraph 11 to repair or restore any portion of the alterations, additions or improvements in the

Premises or the decoration thereto except to the extent that such alterations, additions, improvements and decoration are included within the definition of "building standard" or otherwise agreed upon in writing by the parties. If Tenant wants any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's expense subject to all the provisions of Paragraphs 7 and 8 hereof.

In the event any such damage not caused by the willful misconduct of Tenant, its agents or servants, renders the Premises untenantable and if this Lease shall not be cancelled and terminated by reason of such damage, then the rent (including Base Rent and Additional Rent) shall abate during the period beginning with the date of such damage and ending with the date when the Premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio of the total amount of rent for such period as the untenantable portion of the Premises from time to time bears to the entire Premises.

12. **WAIVERS OF CLAIMS - INDEMNIFICATION**. Tenant agrees that, to the extent not prohibited by law, and to the extent not caused by the gross negligence or willful misconduct of Landlord, Landlord and its officers, agents, servants and employees shall not be liable for any damage either to person or property or resulting from the loss or use thereof sustained by Tenant or by other persons due to the Land or any part thereof or any appurtenances thereof becoming out or repair, or due to the happening of any accident or event in or about the Land, or due to any act or neglect of any tenant or occupant of the Land or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, receiving and holding areas, or any freight elevators of the Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof.

Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and save harmless Landlord of and from all liability to third parties arising out of the acts of Tenant and its servants, agents, employees, contractors, suppliers and workmen or invitees.

Without limitation of any other provisions hereof, Landlord agrees to defend, protect, indemnify and save harmless Tenant of and from all liability to third parties arising out of the acts of Landlord and its servants, agents, employees, contractors, suppliers and workmen or invitees.

13. **NONWAIVER**. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Subject to the rights of Landlord in Paragraph 16, no receipt of moneys by Landlord from Tenant after the termination of this Lease will in any way alter the length of the Term or of Tenant's right to possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment said rent shall not waive or affect said notice, suit or judgment.

14. **CONDEMNATION**. If the whole or any part of the Land shall be taken or condemned for any public or quasi-public use or purpose, the Term (with respect to the part taken or condemned), at the option of either Landlord or Tenant (but as to Tenant, only if all or a portion of the Premises are taken or condemned), shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. Rent shall be apportioned as of the date of such termination.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee or the improvements thereupon, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, only such compensation as may be separately awarded (and as part of a separate action) or recoverable by Tenant in Tenant's own right on account of any and all damage to any portion of Tenant's Work, any subsequent additions or modifications thereto, Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's furniture, fixtures, leasehold improvements and equipment. Landlord shall cooperate with Tenant's efforts to obtain a separate award

15. **ASSIGNMENT AND SUBLETTING**. Tenant shall not, without the prior written consent of Landlord (i) assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by operation of law; (iii) sublet the Premises or any part thereof; (iv) permit the use of the Premises by any

parties other than Tenant, its agents and employees. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Tenant shall give Landlord written notice of any proposed assignment or subleasing, which notice shall contain the proposed principal terms thereof, and upon receipt of such notice, Landlord shall have the option to cancel the Lease in the case of a proposed assignment or a proposed subleasing of all of the Premises, or if Tenant proposes to sublease less than all of the Premises, to cancel the Lease with respect to the portion to be subleased, in which latter event the Base Rent and Additional Rent shall be adjusted on a pro rata square foot of rentable area basis. The foregoing option to cancel shall not apply in the case of a proposed sublease of all or a portion of the Premises to an affiliate corporation under the same control (as hereinafter defined) as Tenant. If Landlord wishes to exercise such option to cancel, Landlord shall, within fifteen (15) days after Landlord's receipt of such notice from Tenant, send to Tenant a notice so stating and in such notice Landlord shall specify the date as of which such cancellation is effective, which date shall be not less than thirty (30) and not more than ninety (90) days after the date on which Landlord sends such notice. If Landlord does not elect to cancel, as aforesaid, or if Landlord does not have an option to cancel, Landlord agrees not to unreasonably withhold or delay its consent to any proposed assignment or subletting if the proposed assignee or sublessee (in Landlord's reasonable judgment) has a financial condition comparable to or better than that of Tenant, has a good reputation in the business community and agrees to use the Premises for purposes satisfactory to Landlord. Further, in the event of a proposed subletting, Tenant and the proposed sublessee shall use Landlord's form sublease agreement unless otherwise agreed by Landlord. No assignment of this Lease shall be effective unless the assignee shall execute an appropriate instrument assuming all of the obligations of Tenant hereunder and unless Tenant acknowledges therein its continued liability under this Lease. In addition, Tenant shall pay to Landlord any reasonable attorneys fees and expenses incurred by Landlord in connection with any proposed assignment or subleasing, whether or not Landlord consents to such assignment or subleasing.

16. **SURRENDER OF POSSESSION**. Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall at once surrender the Premises to Landlord in good order, repair and condition, ordinary wear and tear and loss from casualty excepted, and remove all of its property therefrom, and if such possession is not immediately surrendered Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass, eviction or forcible entry or detainer and without thereby relinquishing any right given to Landlord hereunder or by the operation of law. Without limiting the generality of the foregoing, Tenant agrees to remove at the termination of the Term or of its right of possession the following items of property: office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises, and such (but only such) alterations, improvements, additions and wiring or cabling as may be requested by Landlord at the time of approval of Tenant's plans therefor in accordance with Section 8 hereinabove, and Tenant shall pay to Landlord upon demand the reasonable cost of repairing any damage caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned same, and title thereof shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

17. **HOLDING OVER**. Tenant shall pay to Landlord one hundred fifty percent (150%) of the Base Rent set forth in Paragraph 1 hereof and any appropriate Additional Rent then applicable (the "Holdover Rate") for each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term or Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord on account thereof. The provisions of this paragraph shall not be deemed to limit any rights of Landlord. At the option of Landlord, expressed in a written notice to Tenant and not otherwise, such holding over shall constitute either (i) a month-to-month tenancy upon the then applicable terms and conditions set forth herein, or (ii) a tenancy at sufferance,. If no such notice is served, then a tenancy at sufferance shall be deemed created at the Holdover Rate.

18. **ESTOPPEL CERTIFICATE**. The Tenant agrees from time to time upon not less than ten (10) days prior request by Landlord or by any Lender which is the holder of a lien against the Land or Building ("Lender"), the Tenant or Tenant's duly authorized representative having knowledge of the following facts, will deliver to Landlord a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (ii) the dates to which the rent and other charges have been paid; (iii) that the Landlord is not in default under any provision of this Lease, or, if any default, the nature thereof in detail; and (iv) to such other matters pertaining to this Lease as Landlord reasonably requires. If Tenant fails to deliver such statement within the ten (10) day period referred to above, Landlord shall notify Tenant in writing of such

failure, and if Tenant fails to deliver such statement within ten (10) days thereafter, such failure shall be deemed a default by Tenant under this Lease/

19. **SUBORDINATION AND ATTORNMENT**. On the condition that any mortgagee or trustee or ground lessor shall agree, in writing, that the quiet possession of the Tenant shall not be disturbed if Tenant is not in default under this Lease, Tenant hereby agrees that this Lease shall automatically be subject and subordinate to (i) any indenture of mortgage or deed of trust that may hereafter be placed upon the Land or Building and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such indenture of mortgage or deed of trust provides otherwise, and (ii) any ground or underlying lease. Tenant shall at Landlord's or any Lender's or any prospective Lender's request execute such further instruments or assurances as Landlord or any Lender or any prospective Lender may reasonably deem necessary to evidence the subordination of this Lease to the lien of any such indenture or mortgage or deed of trust or to any such ground or underlying lease or to acknowledge that this Lease is superior to such lien, as the case may be. It is hereby acknowledged and agreed that such further instruments or assurances shall not contain any provisions which will cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of the Tenant hereunder.

Should any prospective mortgage or ground lessor require any modification of this Lease, which modification(s) will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to promptly execute and deliver whatever documents are reasonably required therefor.

Tenant shall, in the event of a sale or assignment of Landlord's interest in the Land, the Building, or this Lease, or if the Land or the Building comes into the hands of a Lender, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, deed-in-lieu of foreclosure, termination of the ground lease, or otherwise, attorn to the purchaser or such Lender or other person and recognize the same as Landlord hereunder. Tenant shall execute, at the request of Landlord, such purchaser, Lender, or such other person entitled to the attornment by Tenant under this paragraph, any attornment agreement required by such person to be executed, and containing such provisions as such mortgagee, ground lessor or other person reasonably requires.

20. **CERTAIN RIGHTS RESERVED BY LANDLORD**. Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

(a) To change the street address. In such event, Landlord shall pay Tenant the cost to replace Tenant's address imprinted on office supplies and stationery, not to exceed $10,000.00.

(b) To install, affix and maintain any and all signs on the exterior of the Building.

(c) To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Land, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors of the Building and to interrupt or temporarily suspend services and facilities, all without affecting any of Tenant's obligations hereunder. Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises.

(d) To furnish door keys for doors in the Premises at the commencement of the Lease. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix additional locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves the Landlord of all responsibility arising out of theft, robbery, pilferage, unless caused by the gross negligence or willful misconduct of Landlord. Upon the expiration of the Term or Lessee's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

(e) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building (so as not to exceed the legal live load), and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such time and in such manner as Landlord shall direct in writing. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which may be dangerous to persons or property or which may damage or injure the Premises. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which are of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Building.

(f) To close the Building after normal business hours and on Saturdays, Sundays and legal holidays subject, however, to Tenant's right to admittance to the Premises under such regulations as Landlord may reasonably prescribe from time to time, which may include but shall not be limited to, a requirement that persons entering or leaving the Building identify themselves to a guard or watchman by registration or otherwise and establish their right to enter or leave the Building. Such regulations may include, but shall not be limited to, the requiring of identification from Tenant, Tenant's employees, agents, clients, customers, invitees, visitors and guests.

(g) To establish controls for the purposes of regulating all property and packages (both personal and otherwise) to be moved into or out of the Building and Premises.

(h) To regulate delivery and service of supplies in order to ensure the cleanliness and security of the Premises and to avoid congestion of the loading dock and receiving area.

(i) To show the Premises to prospective tenants at reasonable hours during the last six (6) months of the Term and if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy.

(j) To erect, use and maintain ducts, conduits, pipes, lines, wiring, drains and flues, and appurtenances thereto, in and through the Premises at reasonable locations.

21. **RULES AND REGULATIONS**. Tenant agrees for itself, its employees, agents, clients, customers, invitees, visitors, and guests, to comply with the current Rules and Regulations (a copy of which is attached hereto) for the Land as the same may from time to time be reasonably modified or supplemented by Landlord. Tenant agrees that Landlord shall not have any duty to Tenant to require other tenants to comply with such Rules and Regulations and Tenant's obligations under this Lease shall not be altered or reduced by reason of Landlord's failure so to do. Landlord agrees to enforce the Rules and Regulations in a non-discriminatory manner among all tenants and further agrees that all Rules and Regulations will be reasonable.

22. **LANDLORD'S REMEDIES**. If default shall be made in the payment of the rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for twenty (20) days after written notice to Tenant, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such shall continue for thirty (30) days after written notice to Tenant, unless said default cannot be cured within said thirty (30) days with Tenant using commercially reasonable efforts to so cure and with Tenant having had timely commenced to cure and diligently prosecuting said cure to completion, then such longer period as may be required or if a default involves a hazardous condition or an insurance obligation and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant shall abandon or vacate the Premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with notice to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein.

(a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the rent provided to be paid by Tenant for the balance of the original Term, less the fair rental value of the Premises for said period, and any other sum of money and damages owed by Tenant to Landlord. Should the fair rental value exceed the value of the rent provided to be paid by Tenant for the balance or the original Term of the Lease, Landlord shall have no obligation to pay to Tenant the excess or any part thereof.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, with notice to Tenant and without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be reasonably satisfactory to

Landlord. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for the balance of its original Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all repairs, changes, alterations and additions and the leasing commissions and other expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

23. **EXPENSES OF ENFORCEMENT**. The non-prevailing party shall pay, upon demand, all reasonable costs, charges and expenses including courts costs and the reasonable fees of counsel, agents, and others retained in enforcing the obligations hereunder or incurred in any litigation, negotiation or transaction in which one party causes the other without the other's fault to become involved or concerned, excluding any negotiations to extend or renew this Lease.

24. **MISCELLANEOUS**.

(a) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) All payments becoming due under this Lease and remaining unpaid twenty (20) days after due will be subject to a Three Hundred and 00/100 Dollar ($300.00) late charge and shall bear interest until paid at the annual rate of three (3%) percent in excess of the Corporate base rate then announced from time to time by BANK ONE unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

(c) The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

(d) Each of the provisions of this Lease shall extend to and shall, as the case may require, bind and inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, legal representative, successors and assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Paragraph 15 hereof.

(e) Except as otherwise provided, all of the representations and obligations of either party are contained herein and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party unless in writing signed by such party or by a duly authorized agent of such party empowered by a written authority signed by such party.

(f) Submissions of this instrument for examination shall not bind Landlord in any manner, and no Lease or obligation of Landlord shall arise until this instrument is signed by Landlord and Tenant and delivery is made to each.

(g) No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(h) Intentionally deleted.

(i) Tenant acknowledges that Landlord has the right to transfer its interest in the Land and Building and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder.

(j) The captions of paragraphs are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such paragraphs.

(k) Tenant represents and warrants that it is currently in good standing and authorized to do business in the State of Illinois, and Tenant covenants that it shall remain so during the entire Term.

(l) Intentionally deleted.

(m) Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant.

(n) Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections.

(o) Limitation of Liability. Anything contained herein to the contrary notwithstanding, there shall be absolutely no personal civil liability on the agents, employees, or board members of Tenant with respect to any of the terms, covenants, conditions and provisions of this Lease.

(p) 105 ILCS 5/34 Provisions. (i) This Lease is not legally binding on the Tenant if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts employment of, or the letting of contracts to, former Board of Education members during the one-year period following expiration of other termination of their terms of office. (ii) Each party to this Lease hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

(q) Board of Education Ethics Code. The Board of Education Ethics Code (95-0927-RU3), adopted September 27, 1995, and as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

(r) Section 12.23 Board of Education Indebtedness Policy. Landlord agrees to comply with the Board of Education Indebtedness Policy (95-0726-EX3), adopted July 26, 1995, and as amended June 26, 1996 (96-0626-PO3), which is hereby incorporated into and made a part of this Lease as if fully set forth herein.

(s) Contingent Liability. Any expenditure by Tenant beyond the then fiscal year of Tenant shall be deemed a contingent liability of Tenant, subject to appropriation in the subsequent fiscal year of Tenant.

25. **WAIVER OF NOTICE**. Intentionally deleted.

26. **NOTICES**. All notices to be given under this Lease shall be in writing and delivered personally or deposited in the United States mails, certified or registered mail with return receipt requested, postage prepaid, addressed as follows:

(a) If to Landlord:

FULTON / ELIZABETH, LLC
c/o Marc Realty
55 E. Jackson Blvd. Suite 500
Chicago, IL 60604

or such other person at such other address designated by notice sent to Tenant and after occupancy of the Premises by Tenant to the address to which rent is payable.

(b) If to Tenant:

BOARD OF ECUCATION OF THE CITY OFCHICAGO
125 South Clark Street, 16th Floor
Chicago, Illinois 60603
Attention: Director of Real Estate

With copy to:

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

or to such other address designated by Tenant in a notice to Landlord.

A copy of all notice under this Lease will be given to each Lender which has supplied Tenant with such Lender's address.

A notice by mail shall be deemed to have been given two (2) days after deposit in the United States mail as aforesaid.

27. **SECURITY DEPOSIT**. Intentionally deleted.

28. **REAL ESTATE BROKER**. The Tenant represents that the Tenant has dealt only with MARC REALTY, as broker, in connection with this Lease, and that insofar as the Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection therewith.

29. **COVENANT OF QUIET ENJOYMENT**. The Landlord covenants that the Tenant, on paying the Base Rent, applicable Additional Rent, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the Tenant to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof.

30. **PERSONAL GUARANTY.** Intentionally deleted.

31. **OPTION TO RENEW**. Provided that (i) this Lease is in full force and effect, (ii) Tenant is in possession of the Premises, and (iii) there is no uncured default by Tenant of any of the terms conditions and obligations of this Lease, Tenant shall have the option to renew the term of this Lease for one additional period of two (2) years ("Option Period"). Said Option Period shall commence on the day following the expiration date of the Term. The tenancy resulting from the exercise of said option shall be on the same terms and conditions as set forth in this Lease, except that monthly Base Rent during the Option Period shall be as set forth below. Said Option Period may be exercised only upon written notice thereof which must be received by Landlord at least two hundred seventy (270) days prior to the expiration date of the original Term.

OPTION PERIOD	MONTHLY BASE RENT
October 1, 2006 through September 30, 2007	$59,292.00
October 1, 2007 through September 30, 2008	$62,780.00

If Tenant fails to exercise this option during the period when said option is available, or if this Lease is no longer in full force and effect for any reason, this option shall be void. Upon the expiration of the Option Period, Tenant shall have no further option to extend the Term of this Lease.

32. **WAIVER OF JURY TRIAL AND COUNTERCLAIM**. Tenant hereby waives trial by jury in any action or proceeding brought by Landlord on any possession matters or monetary matters whatsoever arising out of or in any way connected with the payment of monthly Base Rent or Additional Rent. In the event Landlord commences any proceedings for possession or nonpayment of any rent, Tenant will not interpose any counterclaim (except compulsory counterclaims) of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

FULTON / ELIZABETH, LLC,
~~an Illinois~~ limited liability company

By: ______________________
Manager

TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO,
a body politic and corporate

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

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

Board Report No: 04-1027-OP5
(04-1215-OP2)

Approved as to Legal Form: fc

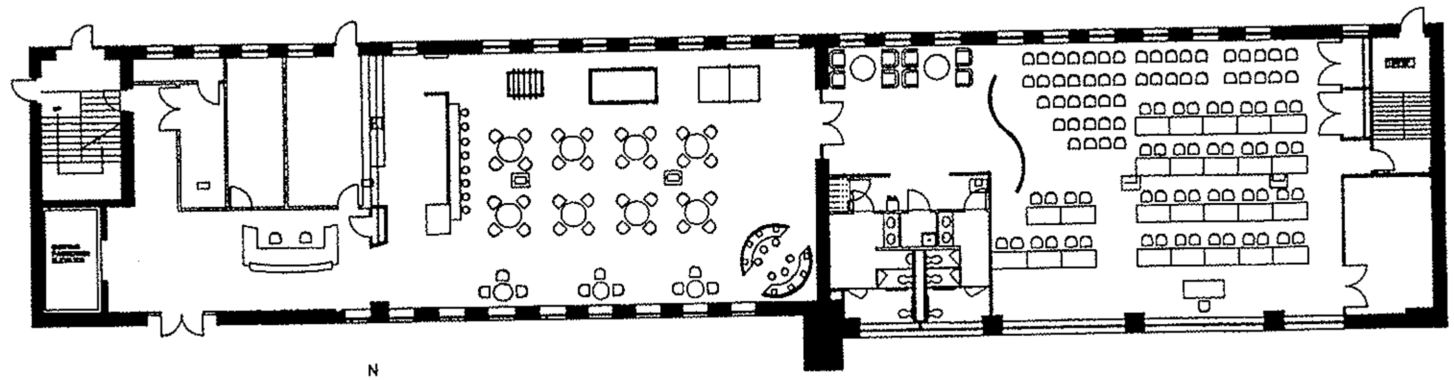
Ruth Moscovitch
Ruth Moscovitch, General Counsel

EXHIBIT A

PLAN

Exhibit A-1

320 NORTH ELIZABETH
CHICAGO, ILLINOIS

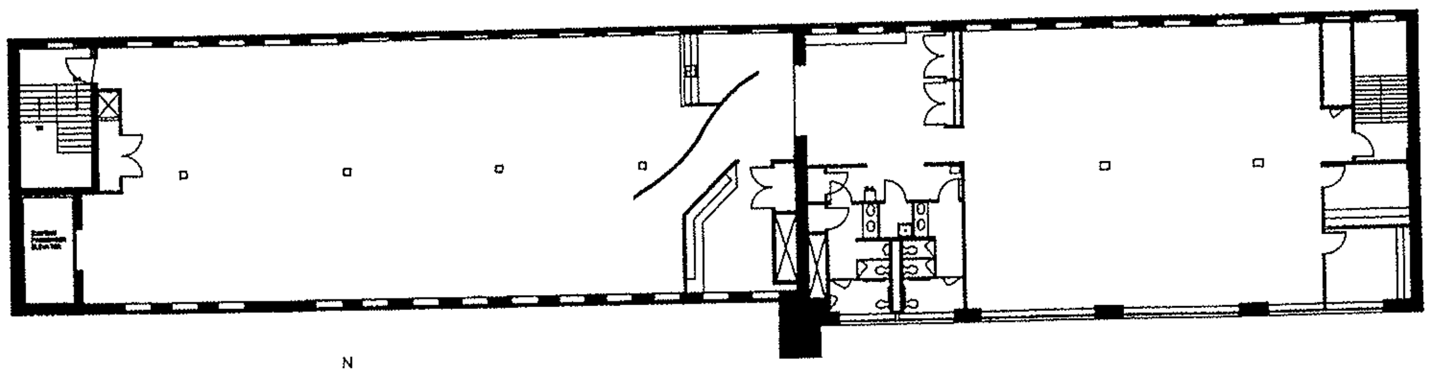


FIRST FLOOR
SCALE: 1/8" = 1'-0"

N

EXHIBIT A-2

320 NORTH ELIZABETH
CHICAGO, ILLINOIS



SECOND FLOOR
SCALE: 1/8" = 1'-0"

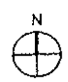
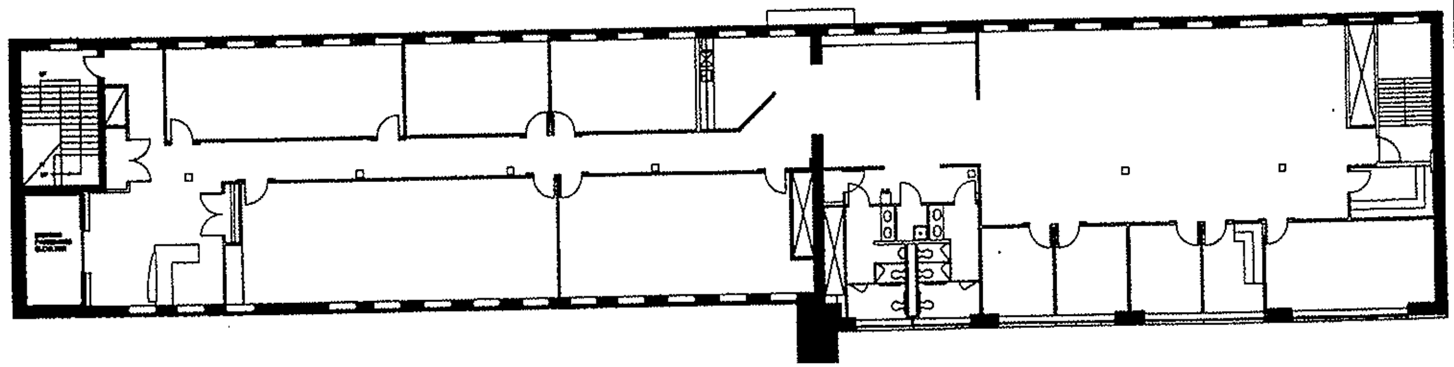


Exhibit A. - 3



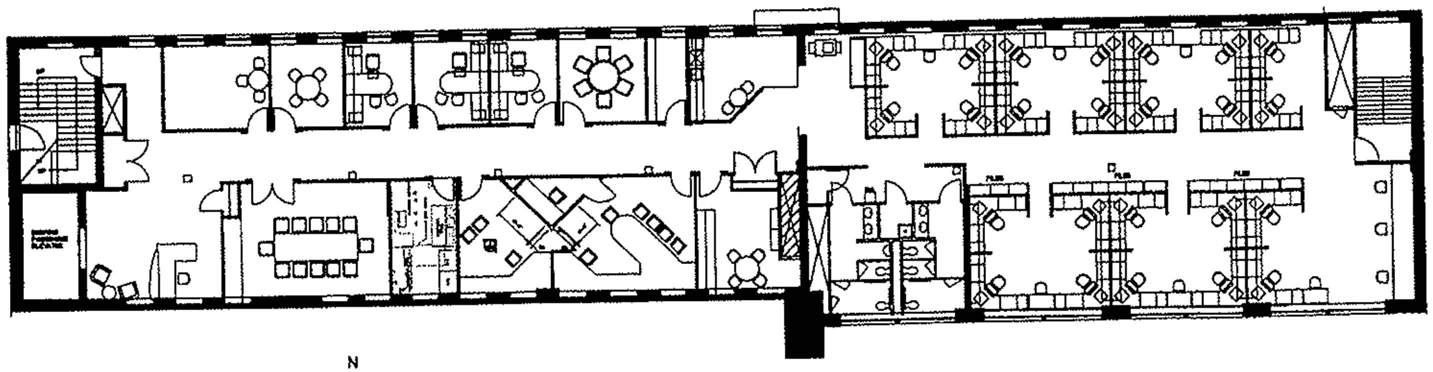
MARC
MR
REALTY

DATE: 03.23.04
BUILDING: 320 N. ELIZABETH
FLOOR: 3RD.
SCALE: NTS

N

EXHIBIT A-4

320 NORTH ELIZABETH
CHICAGO, ILLINOIS



FOURTH FLOOR

SCALE: 1/8" = 1'-0"

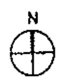
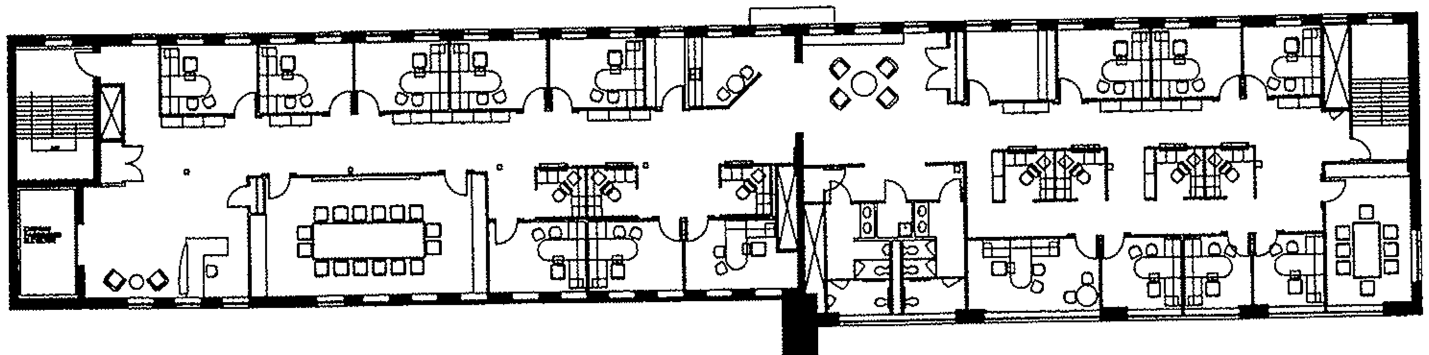


EXHIBIT A-5

320 NORTH ELIZABETH
CHICAGO, ILLINOIS



FIFTH FLOOR
SCALE: 1/8" = 1'-0"

EXHIBIT B

RULES AND REGULATIONS

1. The sidewalks shall not be obstructed or used by Tenant or the employees, agents, servants, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner.

2. No awnings, air-conditioning units, fans or other projections shall be attached to the Building without the consent of Landlord, which shall not be unreasonably withheld or delayed. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord, which shall not be unreasonably withheld or delayed. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be fluorescent, of a quality, type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lamping, which shall not be unreasonably withheld or delayed.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. In the event of the violation of the foregoing by Tenant, after notice to Tenant and opportunity to cure, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord, which shall not be unreasonably withheld or delayed.

4. The exterior windows and doors that reflect or admit light and air into the Premises or halls, passageways or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any HVAC supply or exhaust equipment without the prior written consent of Landlord.

5. The electrical and mechanical closets, water and wash closets, drinking fountains and other plumbing and electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as a sleeping or lodging quarters.

7. Tenant, any Tenant's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible, caustic, poisonous or explosive fluid, chemical or substance.

8. Tenant, any Tenant's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any weapons including but not limited to handguns, rifles and knives.

9. No bicycles, vehicles or animals of any kind (other than a seeing eye dog for a blind person), shall be brought into or kept by any Tenant in or about the Premises or the Land.

10. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an office for a public stenographer or typist, offset printing, or for the possession, storage, manufacture or sale of liquor, drugs, tobacco in any form or as a barber or manicure shop, an employment bureau, a labor office, a doctor or dentist's office, a dance or music studio, or for any use other than those specifically granted in the lease.

11. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Land or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed, use the name of the Land or Building or use pictures or illustrations of the Land or Building.

12. Any person in the Land will be subject to identification by employees and agents of Landlord. All persons in or entering the Land shall be required to comply with the security policies of the Land. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss, or damage. Landlord shall not be responsible for the theft, loss, or damage of any property.

13. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any other door therein shall be changed or altered in any respect without the written consent of Landlord, which shall not be unreasonably withheld or delayed. Landlord shall furnish two keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to Landlord upon termination of this

Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times, and left locked when the Premises are not in use.

14. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of known defects therein or in any fixtures or equipment, or of any known emergency in the Land or Building.

15. Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions except in connection with its own business and not as a service for others, without Landlord's prior permission.

16. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

17. Tenants, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time or place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways of the Buildings.

18. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Land, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Land or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval, which shall not be unreasonably withheld or delayed.

19. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and reasonable building rules and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage. Landlord agrees and acknowledges that the Occupancy as set forth in Section 3 of the Lease shall not cause any such increase.

20. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured Host Liquor Liability insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional insured.

21. The requirements of Tenant will be attended to only upon written application at the Office of the Building. Employees shall not perform any work or do anything outside of the regular duties unless under special instructions from the Office of the Building.

22. Canvassing, soliciting and peddling in the Land is prohibited and Tenant shall cooperate to prevent the same.

23. Except as otherwise explicitly permitted in its Lease, Tenant shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machine or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same shall be approved by Landlord, which shall not be unreasonably withheld or delayed.

24. Tenant shall at all times keep the Premises neat and orderly.

25. Tenant, its servants, employees, customers, invitees and guests shall, when using the parking facilities in and around the building, observe and obey all signs regarding fire lanes, handicapped and no parking, or otherwise regulated parking zones, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in violation of a posted regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibilities for any damage to or loss of vehicles.

26. Intentionally deleted.

27. Tenant shall not allow and shall use its best efforts to prevent its employees, customers, or invitees from loitering in the common areas of the Land or from disturbing, in any manner, the business operations of any other tenant of the Land.

28. In accordance with the Illinois Indoor Clean Air Act, no smoking is permitted in the common areas, bathrooms, elevators, stairwells, corridors and vestibules or within twenty (20) feet of any of the Land's entrances or exits.

AGREEMENT TO AMEND AND RENEW LEASE

THIS AGREEMENT TO AMEND AND RENEW LEASE ("Renewal Agreement") is made as of November 1, 2006 between **FULTON/ELIZABETH, LLC,** an Illinois limited liability company ("Landlord") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Tenant").

RECITALS

A. As of November 1, 2004, the parties entered into an Office Building Lease ("Lease") for Suites 100, 200, 300, 400, and 500 of a building located at 320 North Elizabeth Street, Chicago, Illinois for a training facility and program office for teachers and parents.

B. The original term of the Lease was for the period November 1, 2004 to October 31, 2006.

C. The Board desires to exercise its Option to Renew the Lease under Paragraph 31 of the Lease on the terms and conditions set forth below, which terms and conditions are acceptable to the Landlord.

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 that the Lease is renewed as follows:

1. **ARTICLE 31 OF LEASE AND RENT DURING THE RENEWAL TERM**. The parties recognize and agree that Paragraph 31 of the Lease (Option to Renew) contains a typographical error and the dates and the Monthly Rent set forth therein should be as follows:

OPTION PERIOD	MONTHLY BASE RENT	ANNUAL BASE RENT
11/01/06 to 10/31/07	$59,292.00	$711,504.00
11/01/07 to 10/31/08	$62,780.00	$753,360.00

2. **EXERCISE OF RENEWAL OPTION**. The parties further recognize and agree that the Tenant has exercised its Option to Renew the Lease for the period of November 1, 2006 to October 31, 2008 ("Renewal Term) as set forth in Paragraph 1 above.

3. **PARKING COSTS DURING RENEWAL TERM**. During the Renewal Term, the Landlord shall provide the following unreserved parking to the Tenant on Mondays through Fridays from 8:00 a.m. to 6:00 p.m. at the following rates (which shall not exceed $7,250.00 per month - $87,000.00 annually):

Spaces	Location	Cost
100 cars	Parking lot at Fulton & ADA Streets	$50/space/month ($5,000 per month)
20 cars	Street parking along Carroll Street	No cost to Tenant
30 cars	Parking Garage at 3232 Ada Street	$75/space/month ($2,250 per month)

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

5. **OTHER LEASE TERMS**. Except as amended by this Renewal Agreement, all other terms and conditions of the Lease shall remain unchanged and continue in full force and effect during Renewal Term.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Renewal Agreement the day and year first above written.

Tenant:
BOARD OF EDUCATION OF THE CITY OF CHICAGO

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

Attest: Estela G. Beltran 3/8/06
Estela G. Beltran, Secretary

Landlord:
FULTON/ELIZABETH, LLC

By: ____________________
Its: Manager

Attest ____________________
By: ____________________
Its: ____________________

Board Report No.: 06-0222-OP2

Approved as to Legal Form:

____
Patrick J. Rocks, General Counsel

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease, dated the 1st day of November, 2007, between **FULTON / ELIZABETH, LLC**, an Illinois limited liability company, ("Landlord") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, ("Tenant").

RECITALS

A. WHEREAS, Tenant and Landlord entered into an Office Building Lease dated November 1, 2004; a letter Agreement dated June 15, 2005 in which Landlord agreed to provide certain parking facilities to the Tenant; and an Agreement to Amend and Renew Lease dated November 1, 2006 (collectively, the "Lease") pursuant to which Tenant leased Suites 100, 200, 300, 400 and 500 and certain parking spaces (collectively the "Premises") located in the building at 320 North Elizabeth Street, Chicago, Illinois 60607 (the "Building") and located on the Land bordered by Fulton Street, Elizabeth Street, Ada Street and Carroll Avenue, along with certain other commercial office buildings and parking facilities commonly known as the FultonWest (the "Land"); and

B WHEREAS, Landlord and Tenant now desire to make certain further amendments to the Lease as contained herein.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full; the mutual promises contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. This Second Amendment to Lease is hereby attached to and made part of the Lease and is specifically incorporated into the Lease as though set forth in full. Except as otherwise expressly indicated herein, all capitalized terms shall have the meanings ascribed to them in the Lease. To the extent any terms and provisions of this Second Amendment are inconsistent with the terms and provisions of the Lease, the terms and provisions of this Second Amendment shall prevail. Except as amended herein, the Lease shall remain in full force and effect in accordance with its terms through the entire term of the Lease, as amended.

2. This Second Amendment to Lease is not intended to modify or affect the Lease in any way whatsoever except as expressly provided for in this Second Amendment. The parties hereby confirm that the Lease, as amended by this Second Amendment, is in full force and effect, and, to the best of either party's knowledge, neither party is in default thereunder. Neither party has a defense, setoff, claim or counterclaim against the other party arising out of any other transaction between the parties under the Lease, and no event has occurred and no condition exists, which with the giving of notice or the passage of time, or both, will constitute a default of either party under the Lease.

3. <u>LEASE TERM</u>. Effective upon the execution hereof, the Term of the Lease, is extended to now terminate on October 31, 2022. The period from November 1, 2007 through October 31, 2022 shall hereinafter be referred to as the "Amended Term".

4. <u>UTILITY USAGE FEE</u>. Effective November 1, 2007, Section 6A(a) of the Lease, with respect to Tenant's obligation for Utility Usage Fee shall be deemed null, void and of no further force or

effect. Effective November 1, 2007, electricity for all receptacles on the Premises, all lighting on the Premises, air-conditioning, air handling equipment and ventilation as well as gas for heat shall be separately metered and shall be the sole responsibility of Tenant, and shall be billed by the utility providing such service. The cost of installing separate meters for any of the above purposes shall be at the sole and exclusive expense of the Landlord.

5. MONTHLY BASE RENT. Effective November 1, 2007, Tenant shall pay to Landlord at the office of Landlord or at such other place as Landlord may designate Monthly Base Rent during the Amended Term in the amounts as follows:

PERIOD	MONTHLY BASE RENT
November 1, 2007 through October 31, 2008	$55,804.00
November 1, 2008 through October 31, 2009	$57,548.00
November 1, 2009 through October 31, 2010	$59,292.00
November 1, 2010 through October 31, 2011	$61,036.00
November 1, 2011 through October 31, 2012	$62,780.00
November 1, 2012 through October 31, 2013	$64,523.00
November 1, 2013 through October 31, 2014	$66,267.00
November 1, 2014 through October 31, 2015	$68,011.00
November 1, 2015 through October 31, 2016	$69,755.00
November 1, 2016 through October 31, 2017	$71,499.00
November 1, 2017 through October 31, 2018	$73,243.00
November 1, 2018 through October 31, 2019	$74,987.00
November 1, 2019 through October 31, 2020	$76,731.00
November 1, 2020 through October 31, 2021	$78,474.00
November 1, 2021 through October 31, 2022	$80,218.00

6. TAXES. Landlord shall pay all real estate taxes and assessments, both general and special, sewer rents, rates and charges, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes, capital stock, inheritance, estate, gift or any other taxes imposed upon or measured by the Landlord's income or profits, unless the same shall be imposed in lieu of real estate or other ad valorem taxes) which may now or hereafter be levied, assessed or imposed against the Building and the land on which the Building is located (the "Premises Tax Parcel") during the term of this Lease (collectively, the "Taxes"). If the Premises Tax Parcel is not taxed as a separate tax parcel, Landlord shall use its best efforts to have the Premises Tax Parcel so separately assessed. Until the Landlord obtains such a separate tax parcel, the Taxes on the Premises Tax Parcel shall be determined on such equitable basis as shall be agreed upon between the Landlord and the Tenant and, if the parties are unable to so agree, the determination shall be submitted to one of three (3) independent appraisers designated by Landlord as chosen by Tenant ("Appraiser") whose decision shall be binding on the parties. Taxes shall also include the amount of (i) any gross receipts tax, sales tax or similar tax (but excluding therefrom any income tax) payable, or which will be payable by Landlord, by reason of the receipt of the monthly base rent and adjustments thereto; (ii) any other tax, assessment, levy, imposition or charge or any part thereof imposed upon Landlord in place of or partly in place of any of the foregoing Taxes and measured by or based in whole or in part upon the Premises Tax Parcel or the rents or other income therefrom to the extent that they are so measured or based (but only to the extent that such items would be payable if the Premises Tax Parcel was the only property of Landlord subject thereto and the income received by Landlord from the Premises Tax Parcel was the only income of Landlord); and (iii) any personal property taxes (attributable to the calendar year in which paid) imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Premises Tax Parcel or the operation thereof. Tenant shall pay to Landlord as Additional Rent for Taxes

an amount equal to the Taxes which are in excess of the Taxes paid in the Base Year of 2007. If the calendar year is only partially within the Term, the payment to be made by Tenant shall be proportionately reduced. The obligation of Tenant to make this payment shall survive the expiration or other termination of the Lease.

The tax and assessment bills used in calculating Tenant's obligation for Additional Rent for Taxes in each calendar year shall be those which become due for payment during such calendar year, without regard to the period for which the tax assessment is levied or assessed and without regard to whether or not the Lease was in existence during such period. If, however, there is a change in the time of payment of Taxes during the term of the Lease which would result in Tenant paying Taxes allocable to a period longer or shorter than the term of the Lease, the Tax payments for the last calendar year shall be equitably adjusted so that the period for which the Tenant pays Taxes is of the same duration as the term of the Lease (although it may not be the same period of time).

If special assessments or other special taxes payable in installments are levied against the Premises Tax Parcel, Landlord may pay assessments or taxes in installments, and if so paid, all interest payments shall be considered part of the assessment for the purposes of this provision.

If the Landlord contests the amount of any taxes or assessments, the attorneys fees and expenses incurred in successfully conducting such a contest shall be considered a part of the tax payment for the purposes of this provision. If such a contest results in a refund to Landlord at a later date, the Additional Rent for Taxes for the year in which the tax or assessments was originally due shall be recalculated, and Landlord shall pay Tenant its share of the refund. If the Amended Term shall commence or end during a tax year (tax year shall mean each annual period for which real estate taxes are assessed and levied) of which only part is included in the Amended Term, the amount of the Additional Rent owing for Taxes under this Paragraph 6 shall be equitably prorated to cover only that period of such tax year which occurs within the Amended Term.

The Additional Rent to be paid by Tenant for the increase in Taxes shall be estimated by Landlord from time to time (and such estimates may be revised by Landlord from time to time), and 1/12th of such estimated Taxes for each tax year shall be paid by Tenant to Landlord monthly on the first day of each and every month during the Amended Term in addition to the Monthly Base Rent. An annual accounting ("Annual Accounting") to include a copy of the paid tax bills shall be made promptly after receipt by Landlord of such tax bills for each tax year at which time Tenant shall pay any Additional Rent due for Taxes (which obligation shall survive the expiration or termination of this Lease), or Landlord shall apply any overpayment made by Tenant as a credit toward the Additional Rent for Taxes owed by Tenant for the next tax year, or at the end of the Amended Term shall return any such overpayments to Tenant provided no Monthly Base Rent is then due to Landlord, whichever event is applicable.

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

If following the Tenant Review, Tenant and Landlord continue to dispute the amounts of Additional Rent shown on the Annual Accounting or supplement and Landlord and Tenant are unable to resolve that dispute, the dispute shall be submitted to one of three (3) independent certified public accounts designated by Landlord as chosen by Tenant ("CPA") whose decision shall be binding on the parties. If the resolution of the dispute results in an error in the calculation of Additional Rent to be paid, the parties sole remedy shall be for the parties to make appropriate payments or reimbursements, as the case may be, to each other as are determined to be owing. Any such payments shall be made within thirty (30) days following the resolution of the dispute. At Tenant's election, Tenant may treat any overpayments resulting from the foregoing resolution of such parties' dispute as a credit against Monthly Base Rent until such amounts are paid. Tenant shall be responsible for all costs and expenses associated with Tenant's Review, and Tenant shall be responsible for all reasonable audit fees, attorneys' fees and related costs (collectively, the "Costs"), provided that if the parties' final resolution of the dispute involves the overstatement by Landlord of Additional Rent for Taxes for such tax year in excess of five percent (5%), then Landlord shall be responsible for all Costs. This provision shall survive the termination of this Lease to allow the parties to enforce their respective rights hereunder.

7. LANDLORD WORK. Landlord shall, at its sole cost and expense, using building standard materials and workmanship, furnish and install security cameras in the Fulton/Elizabeth and Elizabeth/Carroll parking lots; update existing camera equipment behind the Building, in front of the lobby and in the first through fifth floor stairways; repair and maintain all brick and mortar on all floors of the Building; and furnish and install new carpet and paint the walls of the Premises at a mutually agreeable time after November 1, 2011 and again after November 1, 2016 ("Landlord's Work"). The Landlord shall, at Landlords sole cost and expense, cause to be prepared and submitted to the Tenant, at least thirty (30) days prior to the commencement of Landlord's Work, plans and specifications (hereinafter referred to as the "Landlord's Plans"), including, but not limited to, all space plans, working drawings, mechanical and engineering drawings for Tenant's prior approval, disclosing all construction to perform the Landlord's Work. The Tenant agrees to review and either approve or disapprove (and noting with such disapproval the specific items not approved and the reasons therefor) the Landlord's Plans within ten (10) business days of Tenant's receipt of a complete set of Landlord's Plans. If Landlord's Plans are disapproved, the Landlord shall revise and resubmit Landlord's Plans expeditiously and Tenant shall review the same and notify the Landlord of its approval or disapproval within ten (10) business days thereafter in the same manner as required for the initial submittal. No change shall be made to the Landlord's Plans without, in each instance, the prior written consent of the Tenant.

8. PARKING. Effective November 1, 2007, Tenant shall be granted the use of five (5) additional parking spaces at no additional charge. The parking rates during the Amended Term shall initially be as follows:

100 cars	Fulton/Ada	$ 5,000.00 per month
20 cars	Carrol Street	$ 0.00
40 cars	Ada Garage	$ 2,750.00 per month

The above rates shall be fixed for the period from November 1, 2007 through October 31, 2010. Effective November 1, 2010 and on November 1 of each year thereafter, such rates shall increase 3%.

9. JANITORIAL SERVICES. Landlord shall provide high quality janitorial services for the Premises throughout the Amended Term which, at a minimum, shall be in accordance with the Janitorial Specfications attached hereto and made part hereof as Exhibit A. Tenant shall pay Landlord for the actual cost of such services, monthly, as Additional Rent. The rate for such services, for the period from November 1, 2007 through October 31, 2008, shall be $4,821.00 per month. Landlord shall give Tenant sixty (60) days notice of any rate increase after October 31, 2008. Within thirty (30) days after Landlord's notice, Tenant may cancel such janitorial services by notice to Landlord, and Landlord shall

no longer provide such services after the date designated in Tenant's notice and Tenant shall no longer pay the Landlord for such Additional Rent.. Landlord's notice of rate increase may be no more frequent than once in a twelve (12) month period.

10. MISCELLANEOUS.

(a) All captions contained in this agreement are inserted only as a matter of convenience and in no way define, limit, or extend to scope or intent of this agreement or any provision hereof.

(b) This agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

(c) This agreement sets forth the entire agreement between the parties and any prior writings or conversations are merged herein and extinguished. No amendment, alteration or other change of this agreement shall be enforceable unless set forth in a writing signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the day and year first written above.

LANDLORD:	TENANT:
FULTON / ELIZABETH, LLC, an Illinois limited liability company	**BOARD OF EDUCATION OF THE CITY OF CHICAGO,** a body politic and corporate
By: ______________ Manager	By: Rufus Williams Rufus Williams, President
	Attest: Estela G. Beltran 11/15/07 Estela G. Beltran, Secretary
	Board Report No: 07-1024-OP1-1
	Approved as to Legal Form:
	______________ Patrick J. Rocks, General Counsel

EXHIBIT A

MINIMUM JANITORIAL SPECIFICATIONS

I. Office Area

A. Daily (Monday through Friday)

1. Vacuum all rugs and carpeted areas.
2. Damp mop all stone, ceramic tile and terrazzo areas.
3. Sweep all other uncarpeted areas.
4. Dust all top surfaces; spot clean all desk tops - glass tops to be cleaned removing fingerprints, stains, etc. with a window glass cleaner; dust all workstations and desks, except where there is paper and any work items are not to be removed.
5. Clean all water fountains and water coolers.
6. Empty and clean all waste receptacles.

B. Periodic

1. Remove fingermarks from all surfaces near light switches, door jambs, etc. - weekly.
2. Sweep floors in private and public stairwells - weekly.
3. Dust all vertical surfaces - monthly.
4. Dust exterior lighting fixtures - quarterly.
5. Clean all interior window metal surfaces of perimeter walls - quarterly.
6. Wash telephones - weekly.
7. Clean and buff all resilient flooring as required.

II. Lavatories

A. Daily (Monday through Friday)

1. Wash all floors.
2. Wash and polish all mirrors and bright work.
3. Wash and disinfect all toilet seats, basins, bowls and urinals.
4. Refill towel dispensers, soap dispensers, tissue holders, material furnished by Landlord.
5. Empty paper tower receptacles.

B. Periodic

1. Clean and wash all partitions - weekly.
2. Clean and wash all tile walls - monthly.
3. High dusting including lights and grills - monthly.
4. Machine scrub all floors at least monthly.