

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this 1st day of April, 2001, by and between the **Board of Education of the City of Chicago**, a body politic and corporate ("Landlord"), and **John Galt Solutions, Inc.**, an Illinois corporation ("Tenant").

RECITALS:

- A. Landlord is the owner of the building commonly known as 125 S. Clark Street, Chicago, Illinois 60603 (the "Building"); and
- B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Building consisting of 6,587 rentable square feet on the 19th floor of the Building, commonly known as Suite 1950 (the "Premises"), as specifically shown on the floor plan attached hereto and incorporated herein as Exhibit A, upon the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon the terms and conditions set forth herein.
2. Term. Except as otherwise provided in this Lease, the Lease Term shall commence April 1, 2001 (the "Commencement Date"), and shall end March 31, 2006, unless sooner terminated as provided herein ("Lease Term"). If, for any reason, Landlord is unable to deliver possession of the Premises on April 1, 2001, the Lease shall not be void or voidable, but, rather, the Lease Term shall commence upon, and the Commencement Date shall be extended one day for each day beyond April 1, 2001, that Landlord delivers possession, subject to the Force Majeure provisions below.

At the end of the Initial Lease Term and upon twelve (12) months prior written notice to Landlord, Tenant shall have the option to renew this Lease for an additional five (5) year period at a rental rate which may be renegotiated.

3. Rent. Tenant shall pay Landlord rent for the Term of this Lease ("Rent") in the amount of \$16.72 per rentable square foot and increasing by four percent (4%) per year for each year after the first year of the Lease Term. The initial annual lease rental shall be \$110,134.68, payable in equal monthly installments of \$9,177.89 payable on the first day of each month at the location designated by the Landlord beginning on April 1, 2001.

Tenant, in addition to the above stated rent, shall pay the sum of \$.0875 per rentable square foot monthly for electricity. Said amount shall increase by three percent (3%) per year after the first year of the Lease Term.

The Rent is a gross amount, which includes taxes, operating expenses, gas, common area electricity and water. Each and every payment of Rent shall be paid by Tenant on or before the due date each month and continuing throughout the Term of this Lease.

If Tenant fails to pay rent within 5 days of the due date, Tenant shall pay Landlord, upon demand, a late fee in the amount of ten percent (10%) of the rental amount due.

4. Security Deposit. Tenant, upon execution of this Lease, shall pay to Landlord the sum of \$18,355.78, constituting two (2) months gross rent, which shall be held by Landlord as a security deposit to ensure Tenant's faithful performance hereunder. Tenant acknowledges that such security deposit may not be applied to any rent due without the express written consent of the Landlord.
5. Use of Premises. Tenant shall use the Premises for the purpose of general office space for performance of all services desired to be provided by Tenant in accordance with the Rules of the Building, and for no other purpose. Use by Tenant of the Premises shall include use, in common with all other tenants, the common areas and facilities designated by Landlord. Landlord shall maintain the common areas in accordance with applicable laws and regulations.
6. Compliance with Laws. Tenant shall comply, at all times during the Term of this Lease, and shall cause its patrons, employees, agents, affiliates, and other representatives to comply, with all municipal, county, state, and federal laws, codes, statutes, ordinances, rules and regulations applicable to this Lease and Tenant's use of the Premises, including environmental matters.
7. Maintenance, Repairs, Services and Utilities.
 - a. Landlord shall, at its sole cost and expense provide the following:
 - 1) adequate water, heat and air conditioning during such seasons of the year when such services are normally furnished in office buildings in the City of Chicago;
 - 2) maintenance and repair of the Premises in a manner consistent with the maintenance and repair of the Building; and
 - 3) rubbish removal from the Premises.
 - b. Landlord shall not be liable for failure to furnish services, or for the delay or suspension in furnishing any services, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation, or other causes beyond Landlord's control. Tenant agrees to conserve heat, air conditioning, water and electricity and shall use due care in the use of the Premises and the Building. Tenant shall be responsible for the installation and operation of its telephone and communication systems.
8. Tenant Improvements. Other than as agreed to as being performed by Landlord Tenant shall be responsible for any and all improvements to the Premises, subject to Landlord's approval. Any approved improvements or alterations made by Tenant shall be at the sole expenses of Tenant, and all such improvements or alterations shall become the property of Landlord upon expiration of the Term of this Lease. Landlord shall provide a Tenant Improvement allowance in the amount up to \$71,534.00 which equals \$10.86 per rentable square foot. Tenant shall be responsible for any excess costs of Tenant Improvements beyond \$71,534.00.

Tenant shall not install any equipment upon the Premises that will necessitate any changes, replacements or additions to, or in the use of, the heating, ventilating, air-conditioning, or electrical systems of the Premises or the Building without Landlord's

prior written consent.

9. Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord, and its trustees, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees (the "Covered Losses"), arising or resulting from, or occasioned by or in connection with (i) the possession, occupancy or use of the Premises by Tenant or its patrons, employees, agents, affiliates or other representatives, (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Tenant or its patrons, employees, agents, affiliates or other representatives, (iii) a violation of any laws, statutes, codes, ordinances or regulations by Tenant or its patrons, employees, agents, affiliates or other representatives, or (iv) any breach, default, violation or nonperformance by Tenant of any term, covenant, condition, duty or obligation provided in this Lease. This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission to act of the Landlord, or its trustees, officers, directors or employees. This indemnification, defense and hold harmless obligation shall survive the termination of this Lease.
10. Waiver of Claims. Tenant hereby releases Landlord, and its trustees, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Tenant, as of the date of the signing of this Lease regardless of the cause thereof.
11. Insurance. Tenant shall obtain and maintain, at its sole cost and expense, for the duration of this Lease, the insurance coverages specified on Exhibit B attached hereto. All such insurance shall be in form and substance satisfactory to Tenant, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A, X" or better by A.M. Best & Company. Upon execution of this Lease, certificates of insurance evidencing such coverages shall be provided to Landlord, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days' prior written notice to Landlord. Each policy of insurance required hereunder shall name as additional insureds, by specific endorsement, Landlord and any other parties that may be designated in writing by Landlord. Each such policy shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Landlord and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Landlord or such other additional insureds.
12. Fire or Other Casualty and Condemnation.
- a. In the event the Premises are made untenable by fire or other casualty, Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty by written notice to the other party within thirty (30) days after the date of the fire or other casualty. In any event, at its sole option, Landlord shall determine whether or not to restore such damage. If Landlord elects to restore, Landlord shall not be obligated to restore any improvements in the Premises that were not owned and constructed by Landlord.
 - b. If the whole or any substantial part of the Premises or the Building shall be taken or

condemned or purchased under threat of condemnation by any governmental authority, then this Lease shall cease and terminate as of the date when the condemning authority takes possession of the Premises and Tenant shall have no claim against the condemning authority or Landlord for any portion of the amount that may be awarded as damages as a result of such taking or condemnation.

13. Condition of Premises. No agreements or representations have been made to Tenant regarding the condition of the Premises or the Building, its suitability for Tenant's intended use, or whether it is zoned properly for Tenant's intended use.
14. Return of Premises. Upon the termination of this Lease, Tenant shall immediately vacate and surrender the Premises, returning the same to Landlord in good condition, excepting ordinary wear and tear.
15. Default.
 - a. In the event Landlord fails to observe or perform any covenant, agreement, obligation, duty or provision of this Lease and such failure continues for ten (10) days after Tenant has notified Landlord by written notice of such failure, unless such failure cannot be remedied within ten (10) days, Tenant may, without prejudice to any other right or remedy Tenant may have at law or in equity, remedy the failure itself or immediately terminate this Lease by providing Landlord written notice as provided for herein.
 - b. In the event Tenant fails to observe or perform any covenant, agreement, obligation, duty or provision of this Lease and such failure continues for ten (10) days after Landlord has notified Tenant by written notice of such failure, unless such failure cannot be remedied within ten (10) days, Landlord may, without prejudice to any other right or remedy Landlord may have at law or in equity, remedy the failure itself or immediately terminate this Lease by providing Tenant written notice as provided for herein.
16. Interest. Any and all amounts payable to Landlord by Tenant under this Lease shall bear interest at an annual rate equal to three percent (3%) in excess of the prime rate of interest announced or published daily in the Money Rate section of the Wall Street Journal from the date any such amount is due and continuing until the same is paid to Landlord.
17. Force Majeure. If either party is delayed from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, war, or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of delay.
18. Assignment and Successors and Assigns.
 - a. The interest of Tenant under this Lease may not be assigned or transferred to any other individual or entity without Landlord's written approval. Landlord shall have the right at any time to transfer or assign its interest under this Lease.
 - b. This Lease shall be binding upon, and inure to the benefit of, the successors and assigns of Landlord. While this Lease shall likewise be binding upon the successors and permitted assigns of Tenant, it shall not inure to the benefit of Tenant's unpermitted assigns.

19. Right to Sublet. Notwithstanding the foregoing, Tenant shall have the right to assign the Lease in its entirety or to sublease all or any portion of the Premises with Tenant's prior Notice to Landlord if the assignment/sublease is to (a) any entity resulting from a merger or consolidation with Tenant; b) any entity succeeding to the business and assets of Tenant; or 3) any subsidiary, parent, or affiliate of Tenant, so long as all such entities described above have financial strength equal to or greater than Tenant. In the event Tenant assigns or subleases the Premises as stated above, Tenant may retain twenty-five percent (25%) of any sublease profits above the then-current rental amount. Tenant shall reimburse Landlord's reasonable attorneys fees, not to exceed \$6,500, in connection with Tenant's subleasing or assigning of its rights under this Lease.
20. Right of First Refusal. Subject to the prior rights of existing Tenants, if any, during the first 24 months of the initial Lease Term, Tenant shall have the right of first refusal to the Premises known as Suite 1915. Upon notice by Landlord to Tenant, Tenant shall have fifteen (15) days to give notice of its intent to exercise said right.
21. Notice. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses, as either party may subsequently designate in writing):

If to Landlord: Department of Real Estate
Board of Education of the City of Chicago
125 S. Clark Street, 16th Floor
Chicago, Illinois 60603

and a copy to: Law Department
Board of Education of the City of Chicago
125 S. Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel

If to Tenant: John Galt Solutions, Inc.
125 S. Clark Street, Suite 1950
Chicago, IL 60603
Attn: Anne Omrod, President

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

22. 105 ILCS 5/34 Provisions.
- a. This Lease is not legally binding on the Landlord if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board of Education members during the one-year period following expiration of other termination of their terms of office.
 - b. Each party to this Lease hereby acknowledges that, in accordance with 105 ILCS

5/34-13. 1, the Inspector General of the Chicago School Reform Board of Trustees 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.

23. 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.
24. Governing Law. This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
25. Entire Agreement. This Lease represents the entire agreement between Landlord and Tenant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Lease may be amended or modified only by a written instrument executed by both Landlord and Tenant.
26. Severability. In case any provision in this Lease is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
27. Hazardous Substances. As used in this Paragraph, "Hazardous Substances" shall be defined as any hazardous, toxic, or dangerous waste substance (including, but not limited to, petroleum derivative substances), or material defined as such in any state, federal or local environmental laws, regulations, decrees or ordinances or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or in any of the so called state or local "Super Fund," "Super Lien" or "Cleanup Lien" law or any other federal, state or local regulation, order or decree relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes thereto.

Tenant represents and warrants that no Hazardous Substances will be stored on the Premises and that during Tenant's possession of the premises, no Hazardous Substances will be discharged by Tenant or anyone under its direction or control in, upon the Premises. Tenant agrees that such representations and warranties shall survive any termination of this Lease and Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, expenses, claims and damages (including, but not limited to, consulting fees, contractor fees, lab fees, attorney's fees and any fines or costs stemming from any civil or criminal action) arising from Tenant's breach of any of the foregoing representations and warranties.

28. Exhibits. All exhibits attached hereto are hereby incorporated into this Lease by this reference and expressly made a part of this Lease.
29. No Third Party Beneficiary. This Lease is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.
30. ~~Broker. The Parties acknowledge that U.S. Equities LLC is the sole Broker involved in this~~

or otherwise.

30. Broker. The Parties acknowledge that U.S. Equities LLC is the sole Broker involved in this transaction.

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

LANDLORD:
Board of Education of the City of Chicago

TENANT:
John Galt Solutions, Inc.

By: Tariq Butt
Tariq Butt, M.D., Member

By: Annemarie Omsod
Name: Annemarie Omsod
Title: President

Attest: Sharon M. Revello
Sharon Revello, Secretary

Board Report No. 01-0328-0P2
01-1024-0P5-0

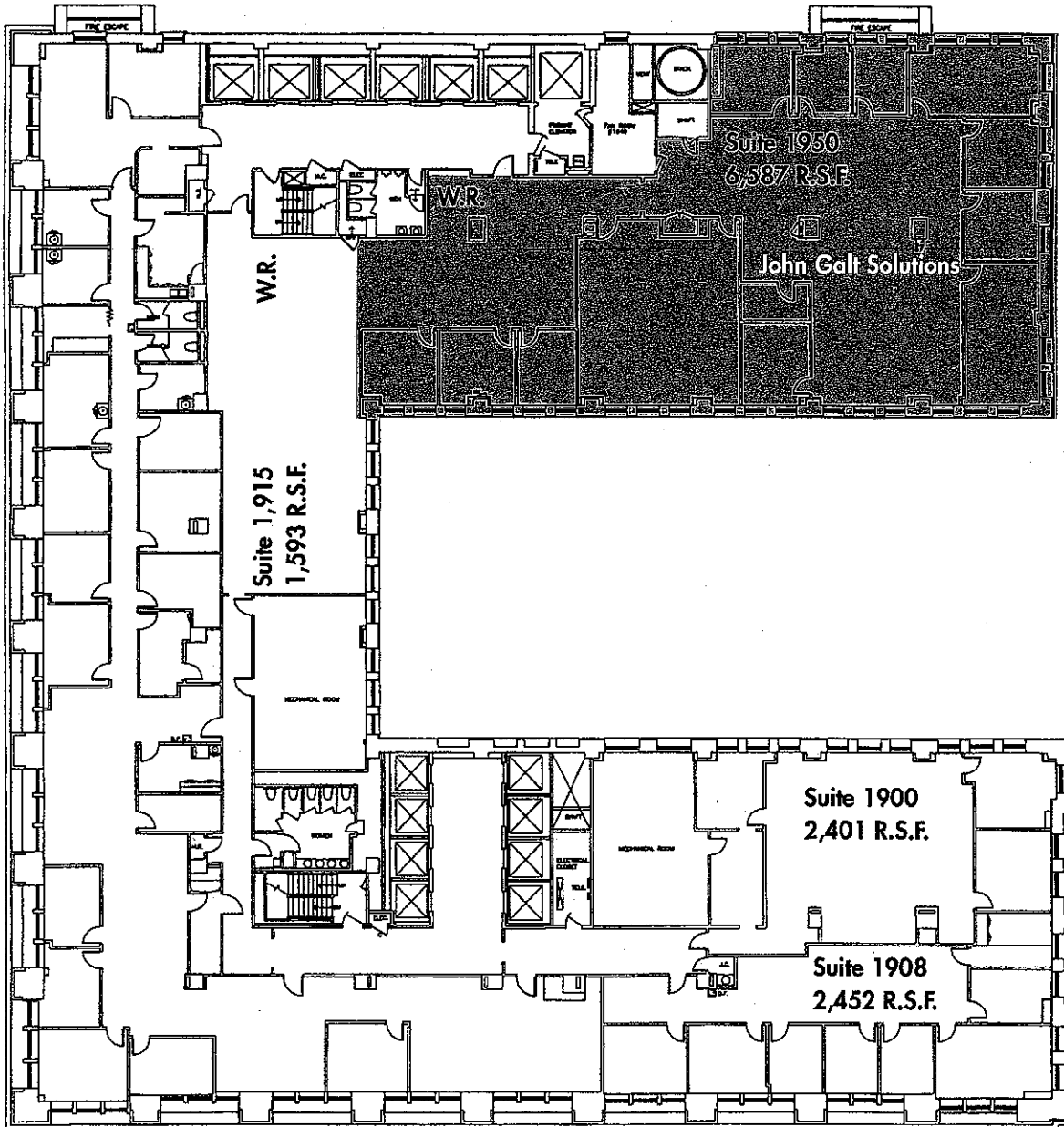
Approved as to legal form: Marilyn F. Johnson
Marilyn F. Johnson, General Counsel

EXHIBIT A

Premises

125 SOUTH CLARK STREET

19TH FLOOR PLAN



U.S. Equities Realty, LLC

EXHIBIT B

Insurance

1. Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence for personal injury/property damage claims and an annual aggregate limit of \$1,000,000 for products/completed operations. This insurance shall also provide for Landlord and its employees as additional insureds.
2. Special perils property insurance covering all additions, improvements, contents and alterations to the Premises made by or at the expense of Tenant and all office furniture and equipment, trade fixtures, merchandise and other items of Tenant's property in the Premises and to include Landlord's interest in the leasehold improvements.

Tenant must provide 30 days prior written notice to Landlord of its intent to cancel.