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**RENEWAL CHARTER SCHOOL LEASE AGREEMENT
BETWEEN KIPP CHICAGO SCHOOLS
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
(Shared Occupancy – Orr Academy High School)
Form 2018**

THIS RENEWAL LEASE AGREEMENT ("Lease") is effective as of July 1, 2017 (the "Effective Date"), and is entered into by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Landlord" or the "Board", commonly known as the Chicago Public Schools or "CPS") and **KIPP CHICAGO SCHOOLS**, an Illinois not for profit corporation ("Tenant", and together with Landlord, the "Parties").

RECITALS:

A. Landlord owns or controls **Orr Academy High School** (the "School"), located at 730 N. Pulaski Road, Chicago, Illinois. Landlord and Tenant acknowledge that an entity other than Board (such as the Public Building Commission of Chicago ["PBC"] or the City of Chicago ["City"]) may hold the legal title of record to the Premises (hereinafter defined) in trust or otherwise for Board's use. References hereinafter to "**Titleholder**" refer to such entities.

B. Tenant occupies a portion of the School pursuant to a lease agreement with Landlord for a charter school campus (KIPP Chicago Charter Schools – KIPP One Academy campus) and related educational and community educational programs, and for no other purposes.

C. The School is a "**Shared Facility**," defined as a Board-owned or controlled building and related facilities that house more than one school, each of which is autonomous and has its own school leaders, governing body, and Chicago Public Schools ("CPS") identification number. Tenant currently shares the School with Orr Academy High School, a CPS school ("**Co-Occupant**"). Tenant and Co-Occupant are hereinafter collectively referred to as the "**Co-Occupants**."

D. A Memorandum Of Understanding ("**MOU**") has been entered into between Tenant and Co-Occupant. The MOU defines, among other matters, the portions of the School that are exclusively occupied respectively by each of Tenant and Co-Occupant, and the portions that are shared or otherwise designated as common areas (the "**Shared Space**"). The portion of the School exclusively occupied by Tenant, together with Tenant's portion of the Shared Space, constitutes the "**Premises**" hereunder and is delineated on Exhibit A attached hereto. The MOU is attached hereto as Exhibit B. Future Memoranda of Understanding shall be in form as set forth in the Form Template attached as Exhibit B-3 hereto.

E. Landlord and Tenant agree to renew the lease agreement for the Premises pursuant to the terms and conditions as hereinafter provided. This Renewal Lease Agreement shall supersede any prior lease agreements between Landlord and Tenant for the Premises.

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

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receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CHARTER SCHOOL AGREEMENT.** The Parties entered into a separate Charter School Agreement pursuant to which Tenant was granted a charter for the purpose of operating a charter campus ("**Charter School Agreement**"). The Charter School Agreement is, by this reference, incorporated in this Lease and made a part hereof as if stated in its entirety.

2. **USE/GRANT/TERM.** Landlord hereby leases the Premises to Tenant, upon the terms and conditions stated in this Lease, for a term commencing on the Effective Date and ending on June 30, 2024, or such earlier date as may be provided for in this Lease ("**Term**"). In particular and without limitation, notwithstanding the foregoing, if either of the events set forth in Subsection 14.A.(i) or (ii) occurs, this Lease shall automatically terminate as set forth in Subsection 14.A.; provided, however, nothing in this Section 2 or elsewhere in this Lease or otherwise shall in any way limit the survivability of any provisions herein or elsewhere in the Lease that pertain to survivability of certain covenants, obligations, representations and warranties post-termination or post-expiration of the Lease, and all covenants, obligations, representations and warranties contained herein and elsewhere in the Lease that expressly (or impliedly by their terms) or otherwise as a matter of law are to survive any termination or expiration of the Lease shall continue to survive.

The Premises may be used by Tenant solely as a charter school campus and for related educational and community educational programs and for no other purposes whatsoever without the prior specific written consent of Landlord ("**Use**"). Tenant is prohibited from using the Premises for any other commercial undertaking, revenue generating or other purpose whatsoever other than for the Use.

The School is a Shared Facility and will be shared with Co-Occupant, pursuant to the terms and conditions of the MOU. The MOU describes, among other matters, the shared usage procedures between Co-Occupants. The terms of the MOU are incorporated into this Lease by reference. The executed MOU shall be provided to Landlord's Office of Innovation and Incubation. The terms of this Lease shall prevail in the event of any inconsistency between the MOU and this Lease.

3. **LANDLORD RETENTION/RESERVATION OF RIGHTS.** This Lease does not grant any rights to light or air over or about the Premises and/or any buildings or other structures on the Premises. Landlord specifically excepts and reserves to itself the right to develop, license and otherwise use any areas outside the improved portion of the Premises, any land, roofs, the exterior portions of any building or other structure, all rights to the land and the area above and below the land, improvements below the improved floor level of any building or structure, the air rights above, around or about any building or structure and to such areas within any building or structure required for installation of utility lines and other installations required to serve any occupants of or others utilizing any building or other structures and to maintain and repair same (if required of Landlord), and no rights with respect thereto are conferred upon Tenant, except as specifically permitted by this Lease; provided however, that Landlord's access to make such, repairs, installations or other use of such areas shall not unreasonably adversely affect Tenant's use and occupancy of the Premises for Tenant's Use.

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Tenant hereby agrees and consents to provide access for Landlord's entry, and entry by any of Landlord's agents, employees, guests, designees, or contractors to the Premises if Landlord elects to license, develop or otherwise use any portion of the Premises, buildings or other structures as provided in this Lease; provided that (i) Landlord shall give Tenant written notice at least two (2) business days prior to any such access except in the event of an emergency; (ii) Landlord shall use commercially reasonable efforts to perform any work during such times when the school is not in session; and (iii) Landlord shall not unreasonably disrupt or interfere with Tenant's Use.

4. **RENT.** In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to Landlord, as rent for the Premises, the sum of One Dollar (\$1.00) per year.

5. **CAPITAL AND OPERATING EXPENSES/SERVICES AND ALLOCATION OF RESPONSIBILITY.**

A. **Definitions.**

- (i) **"Capital Expenses"** means all expenses, costs and disbursements of every kind or character incurred in capital repairs, capital replacements and capital improvements (together referred to as **"Capital Work"**) to the Premises and/or the School, all as defined under generally accepted accounting principles consistently applied, including, without limitation, any capital repairs, replacements or improvements to the roof; the structural elements; parapet walls of the School; exterior walls; (including tuckpointing); windows; exterior doors; exterior lighting; electrical fixtures; subflooring; plumbing; sewer; electrical; HVAC, fire suppression and other building systems; paving of parking areas and sidewalks; utilities; water heaters and boilers.. Landlord shall be responsible for Capital Expenses unless such expenditure is required because of damage caused by any negligent or willful act or omission of Tenant or its employees, agents, students, guests, invitees, licensees or contractors. Landlord shall not be required to commence any Capital Work that is not in accordance with Landlord's approved annual Capital Improvement Plan, which approved annual Capital Improvement Plan generally includes contingencies for emergency capital repairs and improvements. The provisions of this Subsection shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Section 15.
- (ii) **"Operating Expenses"** means all expenses, costs and disbursements of every kind or character incurred in the management, operation and maintenance of the School and Premises (except for any **Capital Expenses**).
- (iii) **"Operating Services"** means both the Required Operating Services and Additional Operating Services (as herein defined).

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(iv) **"Required Operating Services"** are the following Operating Services which are required to be obtained by Tenant from the Board:

- Security Alarm Monitoring

(v) **"Additional Operating Services"** are Operating Services that Tenant is required to have performed, but depending upon the type of occupancy Tenant holds under this Lease (as herein defined in Section 5.B.), Tenant may be required to purchase the following Operating Services from Board or may opt out and purchase such Operating Services from the list of Board-approved vendors or a vendor submitted for approval by Tenant and approved by Board in writing. Such requests to utilize a non-Board vendor shall be submitted to Landlord's Facility Manager or Lead Facility Manager for approval. Additional Operating Services are:

- Asset Management (Facility Manager/Lead Facility Manager) – If Tenant chooses to opt out of Board-provided maintenance services (as described immediately below), Landlord reserves the right to perform at least four (4) quarterly inspections of the Premises. Landlord's Chief Facilities Officer or designee (or if none, Chief Operations Officer or designee) shall meet with Tenant at least once annually at a mutually agreed date and time to discuss Tenant's requests regarding capital repairs and replacements which may be the responsibility of Landlord as set forth in Subsection 5.A.i. The preceding sentences in no way modify the language of said Subsection 5.A.i.
- Maintenance services including engineering and custodial services. If Tenant opts out of Board-provided maintenance services, Tenant is required to secure the following services on its own from the list of Board-approved vendors or a vendor submitted for approval by Tenant and approved by Board in writing:

Pest control
Snow removal
Landscaping
Building Engineer Services and Custodial Services

- Security Services Personnel
- Utilities
- Trash Removal
- Information and Technology Services:
LAN
WAN
Telecom

B. Type of Occupancy and Additional Operating Services. Tenant shall, at its sole cost and

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expense, obtain Additional Operating Services based on its selection of a provider and the type of occupancy Tenant holds under this Lease. Tenant's occupancy upon execution of this Lease is a Shared Occupancy. Depending on the type of Co-Occupant, Tenant shall have the elections regarding procurement of Additional Operating Services as set forth below and on the Facilities Service Request Form attached hereto as Exhibit C ("**Facilities Service Request Form**"). Tenant shall make such elections through the completion of a Facilities Service Request Form. The completed Facilities Service Request Form shall be executed by Tenant and shall be attached hereto as Exhibit C to this Lease and incorporated herein by reference. The Facilities Service Request Form shall be effective as of the Effective Date of this Lease. If Tenant fails to complete the Facilities Service Request Form by the Effective Date of this Lease, all services shall be deemed to be procured by Landlord and Landlord may complete the Form on behalf of Tenant and attach it as Exhibit C to this Lease.

- (i) **Shared Occupancy with a CPS school or contract school.** In the event Tenant shares the School, at any time during the Term or any subsequent renewal or extended term, with a CPS school or a contract school, Tenant's sole option (while sharing the School) shall be to procure all of its Operating Services (except as otherwise permitted on the blank form Exhibit C attached hereto - the "**Facilities Service Request Form**") from Landlord and will also be required to use Landlord's food service operations.
- (ii) **Shared Occupancy with another charter school.** In the event Tenant shares the School, at any time during the Term or any subsequent renewal or extended term, with another charter school(s), each such school shall elect one of the following options regarding Additional Operating Services: (1) to directly procure some or all Additional Operating Services from third parties, other than Landlord; or (2) to elect to procure some or all Additional Operating Services from Landlord at Landlord's then current rates and in accordance with Landlord's procedures. In addition, both or all such schools shall together elect one of the following options regarding food service: (1) to directly procure food services from third parties, other than Landlord; or (2) to elect to procure food service from Landlord. Tenant acknowledges that for some Additional Operating Services (as outlined on Exhibit C, Facilities Service Request Form), both or all such co-sharing charter schools must agree on which Additional Operating Services and food service options will be provided by the Board and/or by a third party provider.
- (iii) **Sole Occupancy Or New Charter School Co-Occupant.** If at any time during the Term or any subsequent renewal or extended term, Tenant becomes the sole occupant of the School, and the prior Co-Occupant was a CPS school or a contract school, Tenant shall have the following options: (1) to directly procure some or all Additional Operating Services from third parties, other than Landlord; or (2) to elect to procure some or all Additional Operating Services from Landlord at Landlord's then-current rates and in accordance with Landlord's procedures, and (3) to directly procure food services or use Landlord's food service. Tenant shall make such elections through the completion of a revised Facilities Service Request Form, which Form shall be submitted to Landlord within thirty (30) days after Board approval of the change to sole occupancy status for Tenant at the

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School. The revised Facilities Request Form shall be attached hereto as revised Exhibit C to this Lease and incorporated herein by reference. The revised Facilities Service Request Form shall be effective as of the next July 1st after such Board approval of the change to sole occupancy status for Tenant at the School. If Tenant fails to submit a revised Facilities Service Request Form within said thirty (30)-day period after such Board approval of the change to sole occupancy status, Tenant's prior elections under the Facilities Service Request Form originally submitted by Tenant shall remain in full force and effect and binding on Tenant.

If at any time during the Term or any subsequent renewal or extended term: A) Tenant becomes the sole occupant of the School, and the prior Co-Occupant was another charter school; or B) If Tenant's prior charter school Co-Occupant changes to another charter school; then upon becoming respectively, either the sole occupant of the School, or a Co-Occupant with a different charter school, Tenant may revise its prior elections on the Facilities Service Request Form. A revised Facilities Service Request Form shall be submitted to Landlord within thirty (30) days after Board approval of the change to either sole occupancy status or change to a different charter school co-occupant for Tenant at the School, as the case may be. The revised Facilities Request Form shall be attached hereto as revised Exhibit C to this Lease and incorporated herein by reference. The revised Facilities Service Request Form shall be effective as of the next July 1st after such Board approval of the change to either sole occupancy status or change to a different charter school co-occupant for Tenant at the School. If Tenant fails to submit a revised Facilities Service Request Form within said thirty (30)-day period after such Board approval of the change to either sole occupancy status or change to a different charter school co-occupant, Tenant's prior elections under the Facilities Service Request Form originally submitted by Tenant shall remain in full force and effect and binding on Tenant.

C. Changes to Additional Operating Services. Tenant shall be bound by its elections for Additional Operating Services for the entire Term or until the first to occur of (i) the date upon which Landlord changes or adds Required Operating Services and/or Additional Operating Services; (ii) the date upon which Landlord notifies Tenant of a change in the manner in which it calculates Operating Expenses; (iii) subject to the provisions of Subsection B, the date that Tenant's type of occupancy changes or Shared Occupancy tenant changes; or (iv) the date that Landlord, in its sole discretion, allows Tenant to complete a new Facilities Service Request Form to make changes to the Additional Operating Services, in which case such changes shall go into effect on the first of July following the completion of the new Facilities Service Request Form. Any requests by Tenant for changes to the Facilities Service Request Form should be submitted to the Landlord's Office of Innovation and Incubation. In the event that all Operating Services are not being impacted by a change, Landlord, in its discretion, may restrict Tenant to changing its election only for those Operating Services which are being impacted by a change.

D. Food Services. If Landlord provides food services, Landlord shall have the right, in its sole and exclusive discretion, to provide either warming kitchen facilities or full kitchen facilities to Tenant. Any food services operated by Tenant shall comply with applicable local and state

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standards, as well as any standards established by Landlord consistent with the standards for the food services operated by Landlord.

E. Tenant Payments for Operating Expenses Provided by Landlord. Tenant shall reimburse Landlord for Operating Expenses at Landlord's then-current rates and costs and in accordance with Landlord's procedures for charges for charter schools in CPS owned or controlled facilities. For all Operating Services secured through Landlord as well as any other costs and expenses incurred by Landlord in connection with this Lease, Tenant hereby authorizes Landlord to deduct the Operating Expenses and such other amounts owed to Landlord from Tenant's general education quarterly payment under the Charter School Agreement. Annually or whenever the cost of Operating Services changes, Landlord shall provide Tenant with an updated list of Operating Services, together with the updated Operating Expenses for all Operating Services being provided to Tenant by Landlord, and such updated Operating Expenses shall be due and payable with the next deduction for Operating Services.

F. Return of Supplies and Equipment. In the event Landlord, in its sole discretion, allows Tenant to change its election from Landlord-provided Additional Operating Services to third party-provided Additional Operating Services, and/or elections for food service, Tenant shall, at the request of Landlord, and at Tenant's sole cost and expense, return and deliver to Landlord any and all supplies and equipment provided by Landlord for the purpose of providing the Additional Operating Services.

G. Facility and Maintenance Standards. Tenant agrees that, if it opts to procure any Additional Operating Services from a third party, Tenant is required to comply with the customary facility and maintenance standards of Landlord and as required by Subsections 9.C. and 9.K. hereof ("**Standards**"). Tenant must obtain written approval from Landlord prior to hiring third party engineering and custodial firms and confirm that any third party engineering and custodial firms it hires have proper licensing and staffing at all times. Landlord, in its sole discretion, reserves the right to reject or disapprove hiring of any third party engineering and custodial services firms by Tenant. If Landlord determines that the Standards have not been met by Tenant, Landlord shall have the right to send a notice declaring such failure to maintain the Standards as a default hereunder. Within ten (10) days of such notice, Landlord may begin providing that Operating Service at Tenant's cost and expense, as set forth in Subsection 14.C. hereof.

H. Utility Service Interruption. Landlord shall not be liable to Tenant for damages or otherwise if water, gas, electric, or sewer service is interrupted or terminated because of necessary repairs, installations, improvements, or any cause beyond the control of Landlord; provided that (i) Landlord shall use commercially reasonable efforts to schedule all such work to be performed during such times when school is not in session (except in the event of an emergency); (ii) Landlord shall use commercially reasonable efforts not to interfere with Tenant's Use of the Premises; and (iii) Solely to the extent permitted by law, Landlord may be liable for any loss or damage caused by the gross negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord agrees, except in the case of emergencies or a cause that is not within Landlord's control, to give Tenant at least ten (10) days advance written notice prior to such interruption or termination.

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6. **DIFFERENT SCHOOL HOURS/CALENDARS.** Notwithstanding anything contained in this Lease to the contrary, the Parties agree that if Tenant's school year or school hours do not coincide with Landlord's regular school year and hours at any time during the Term, all additional costs incurred by Landlord for opening, or keeping open, the School during any such days or hours that the School would otherwise be closed, based on Landlord's calendar for that regular school year, shall be deducted from Tenant's general education quarterly payments under the Charter School Agreement. Such costs shall include, but not be limited to, Landlord's cost of additional expenses for engineers, janitors, and security staff.

7. **DELIVERY OF PREMISES.** Landlord shall deliver to Tenant possession of the Premises on the commencement date in an "AS-IS" and "WHERE-IS" condition. Tenant acknowledges that it has had the opportunity to inspect the Premises and the School. Neither Landlord nor Titleholder make any representations or warranties of any nature whatsoever as to the condition of the Premises or the School. Tenant's taking possession of the Premises shall be deemed to be Tenant's acceptance of the Premises and the School in the order and condition as then exists. No promise of Landlord or Titleholder to alter, remodel, decorate, clean or improve the Premises or the School, or any portion thereof, and no representation respecting the condition of the Premises or the School, or any portion thereof, have been made by Landlord or Titleholder to Tenant. Notwithstanding the foregoing, the Parties acknowledge and agree that, if Tenant is not already in possession of the Premises, Tenant shall not be given possession of the Premises prior to final execution of this Lease by both Parties. **Further, the Parties acknowledge and agree that pursuant to the terms of the Charter School Agreement, if Tenant obtains possession of the Premises prior to the date of Tenant's execution of this Lease, Landlord may provide notice to Tenant of Tenant's failure to execute this Lease prior to obtaining such possession. Tenant hereby agrees that such notice shall allow and authorize Landlord to withhold Tenant's general education quarterly payments under the Charter School Agreement, until such time as this Lease has been fully executed by Tenant. Subject to the provisions of Section 14.B. hereof, failure by Tenant to execute this Lease within sixty (60) days of its initial occupancy of the Premises shall constitute a default under this Lease.**

8. **MULTI-PROJECT LABOR AGREEMENT.** Landlord has entered into a multi-project labor agreement ("PLA") with various trades regarding construction projects awarded by Landlord. A copy of the PLA, together with a list of signatory unions, is available on Landlord's website at http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject_Labor_Agreement.pdf, and by this reference, is incorporated herein. Tenant acknowledges familiarity with the requirements of the PLA, its applicability as set forth therein to any alteration, remodeling or other construction to be done on the Premises, and further agrees to, in accordance with Subsection 9.C. of this Lease, comply with the PLA (and any amendments, modifications, or successor agreements as may be provided to Tenant or posted from time to time on Landlord's website) in all respects including, without limitation, by ensuring its contractor is a member in good standing of a union signatory to the PLA as required therein.

9. **TENANT'S COVENANTS.** Tenant shall be bound by the covenants contained in this Section 9 at all times during the Term and any extension or renewal of the Term.

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- A. Use and Obligations. Tenant shall use the Premises only for the Use.
- B. Obtain and Comply with Permits. Tenant shall apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Tenant of the business herein permitted to be conducted in the Premises and to pay, if and when due, all license and permit fees and charges of a similar nature in connection therewith.
- C. Performance of Work; Improvements. Tenant shall perform all work in the Premises and School in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. All work performed by Tenant within the Premises and School shall be accomplished only by qualified contractors and, if the work for any project is in excess of Twenty-five thousand dollars (\$25,000.00), pursuant to contracts, plans and specifications approved in advance in writing, by Landlord, then Tenant shall comply with the terms of the PLA.

At Tenant's sole cost and expense, and solely with the prior written consent of Landlord, Tenant may make such alterations, additions, and improvements on the Premises as it shall deem necessary for its operation of the Premises within the scope of its Use ("Approved Improvements"). Any Approved Improvements shall be in full compliance with all applicable Laws and Rules (hereinafter defined). Tenant shall not commence any such work until Tenant has received written approval of its plans and specifications from Landlord (approval of which shall not be unreasonably withheld or delayed) and Landlord has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have, in full force and effect all insurance as required by Section 12 hereof. Prior to commencing any Approved Improvement, Tenant shall secure or cause its contractors and subcontractors to secure in their own names and at no cost to Landlord all necessary permits, licenses, and authorizations necessary in order to undertake the Approved Improvements. Upon Landlord's request, copies of such permits, licenses, and authorizations shall be provided by Tenant to Landlord. Each Approved Improvement shall be performed in a good and workmanlike manner, and in accordance with applicable governmental permits and consistent with the plans and specifications approved by Landlord. Unless otherwise agreed in writing executed by Tenant and the Board's Chief Operations Officer, all Approved Improvements shall remain on the Premises and become the property of Landlord at the end of the Term without further action on the part of Landlord or Tenant and without cost to Landlord, and title thereto shall then be deemed vested in Landlord.

D. Landlord's Access. Tenant shall permit Landlord or Landlord's agents to enter the Premises for any of the following purposes: (i) inspection of the Premises; (ii) making repairs, additions or alterations to the Premises or to the School; (iii) showing the Premises to prospective purchasers, lenders, and during the last six (6) months of the Term, prospective tenants, and other persons having a legitimate interest in inspecting the same; and (iv) as otherwise permitted by this Lease; provided however that: (a) Landlord shall give Tenant written notice at least (2) business days prior to any such access, unless such access is needed for an emergency; (b) Landlord shall use commercially reasonable efforts to perform any work during such times when the school is not in session; and (c) Landlord shall not unreasonably disrupt or interfere with Tenant's use and occupancy of the Premises for the Use.

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E. Compliance with Laws and Rules. Tenant shall at all times comply with the following, which are not the responsibility of Landlord except as and solely to the extent that they may pertain to services provided by Landlord (all collectively "**Laws and Rules**"): (i) all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governmental departments, commissions, boards and offices with respect to the Premises; (ii) all orders, rules and regulations of the National Board of Fire Underwriters, Illinois Inspection and Rating Bureau, the local Board of Fire Underwriters, or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises; (iii) all insurance policies and other recommendations of all insurance inspections and insurance carriers, at any time in force, with respect to the Premises, the School or any part thereof; and (iv) all present or future rules, standards, regulations and compliance reporting for the use and occupancy of the School, as Landlord in its reasonable discretion, from time to time promulgates; provided however, that Tenant shall not be required to incur any Capital Expenses for any Capital Work in order to comply with this Subsection, unless such Capital Expense is required because of damage caused by any negligent or willful act or omission of Tenant or its employees, agents, students, guests, invitees, licensees or contractors.

F. Assignment, Subletting and Use by Third Parties. Tenant shall not, without Landlord's prior written consent which, in each instance, may be withheld at the sole discretion of Landlord: (i) assign, transfer, hypothecate, mortgage, encumber, or convey this Lease or any interest under it, or subject or permit any lien or charge to exist upon this Lease or any interest under it; (ii) allow any transfer of, or any lien upon, Tenant's interest in this Lease by operation of law or otherwise; (iii) grant any other interest in the Premises to any third party; or (iv) sublet the Premises in whole or in part.

G. Liens or Encumbrances. From and after the Effective Date, Tenant shall not cause or permit any lien, interest or encumbrance ("Liens"), 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 Premises. All Liens created by Tenant shall attach to Tenant's interest only. In case of any such Lien attaching, Tenant shall immediately pay and remove/eliminate such Lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord, in its sole discretion, to protect Landlord against any defense or expense arising from such Lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such Lien, or in the event judgment is stayed, Tenant shall promptly pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the Lien released and any judgment satisfied. If Tenant fails to pay and remove any Lien or contest such Lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and such sums shall be deducted from Tenant's general education quarterly payments under the Charter School Agreement. Tenant may not record this Lease on the public records of any public office.

H. Signs. Tenant shall not affix, maintain or locate any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items on the Premises or School except such as shall have first been approved in writing by Landlord.

I. Notice of Accidents. Within twenty-four (24) hours of any actual or threatened accident, incident, casualty, damage or similar occurrence that caused police or fire department

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personnel to be at the Premises, Tenant shall give Landlord telephonic notice of such event by calling the Office of Innovation and Incubation at (773) 553-1530 and also provide prompt written notice with additional details within three days of such event. Notice shall be delivered to Board representatives listed in Section 18 with a copy to the Office of Innovation and Incubation at the same address as the other Board notices.

J. Hazardous Materials. Tenant shall not, except for materials that are customarily used in school science laboratories, use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (hereinafter defined) in, on, under, around or above the Premises now or at any future time in violation of any Environmental Laws (hereinafter defined). Tenant will indemnify, defend and save Landlord harmless from and against any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and reasonable costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the Tenant's use or storage of Hazardous Materials on the Premises and/or the presence of Hazardous Materials on the Premises, in violation of any Environmental Laws due to Tenant's act or omission during the Term hereof. The term "Hazardous Materials," when used herein, means without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, mercury vapor lamps, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances or materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq. and regulations – 40 C.F.R. Part 760); the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251, et seq.); the Rivers and Harbors Act (33 U.S.C. §401 et seq.); and any so-called "Superlien Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material (collectively "**Environmental Laws**"). Tenant's obligations and liabilities under this Section 9.J. shall survive the expiration or earlier termination of this Lease.

K. Maintenance and Repairs. Tenant shall, except for those items described in Section 5 which are the responsibility of Landlord, keep the Premises in good repair and in good condition, maintaining the Premises at all times in operating condition and in a manner reasonably and customarily appropriate for operation of a charter school at Tenant's sole cost and expense, by contractors or mechanics approved by Landlord and otherwise in compliance with the provisions of Subsection 9.C.. When used in this Lease, the term "repairs" shall include all replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be of good quality material and workmanship and at least equal in quality to the original work. Except for those items in Section 5 which are the responsibility of Landlord, it is

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understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time, all such repairs, alterations, additions and improvements to be made by and at the sole cost and expense of Tenant and in compliance with this Section 9.

L. Tenant Responsibility for Maintenance of Parks. Landlord and the Chicago Park District ("CPD") have entered into various joint use and/or license agreements for open space ("Parks") owned by CPD and jointly used with Landlord. If the School is located adjacent to such a Park and part of a joint use or license agreement with CPD, Landlord is, pursuant to such use or license agreement, required to maintain the Park when used by students of the School. In the event Tenant opts out of Landlord's Operating Services and instead procures Operating Services from a third party, Tenant shall be responsible, at its sole cost and expense, to undertake all obligations of Landlord related to maintaining the Park in accordance with the terms of the relevant joint use or license agreement. In the event Tenant elects to have Landlord procure the Asset Management and Maintenance responsibilities of the Operating Services (as described herein in Section 5.A.(v)), the cost of such Operating Services that relate to the maintenance of the Park shall be an additional deduction from Tenant's general education quarterly payments under the Charter School Agreement (as described herein in Section 5.E.).

M. Pool. Tenant acknowledges that there is a swimming pool ("Pool") located in a locked room in back of the gymnasium building on the School (and currently not a part of the Premises) that is currently operational or that could be made operational. While the pool is non-operational, Tenant in conjunction with Co-Occupant shall prohibit access to the area where the Pool is located (except for staff designated by Principals of Tenant or Co-Occupant who require access for maintenance purposes) and shall keep same locked, such that no students (or undesignated staff) are able to access the Pool. If the pool becomes operational, Tenant further shall be responsible for ensuring that the area in which the pool is located is locked after Tenant's use.

If the School is located in a Board facility or site with a swimming pool, whether indoor or outdoor, located within the Premises leased hereunder or not, operational or not, or used or not by any person or entity, then Tenant shall comply with the provisions of the Board's Policy No. 18-0627-PO2 – Aquatic Activity Safety Policy - as may be amended from time to time. The Board's Policy is available at: Board policies and rules are available at <http://www.cps.edu/>. Tenant must also comply with the "Aquatics" requirements and guideline documents located in the Board's Knowledge Center, as same may be amended from time to time, which requirements and guideline documents are available in the Knowledge Center - Physical Education – Aquatics at cps.edu/staff/knowledgecenter/physicaleducation/aquatics. Access to this site requires a CPS email address.

In particular and without imitation, Tenant must further comply with all applicable insurance requirements for use of the pool as set forth in the Aquatic Activity Safety Policy - as may be amended from time to time.

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10. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and assigns.

11. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Lease, by lapse of time or otherwise, Tenant shall remove any and all of its properties, supplies, and equipment of all kinds from the Premises (exclusive of any Approved Improvements that, in accordance with the provisions of Subsection 9.C. hereof, are to remain on the Premises and become the property of Landlord without cost to Landlord). Tenant shall repair any damage caused by such removal. Tenant shall deliver the Premises, upon termination, in as good a state or condition as when entered upon, less reasonable use and wear thereof; provided however, if this Lease is terminated pursuant to the provisions of Section 15 hereof with regard to a casualty loss not arising out of the negligent or willful acts or omissions of Tenant or any damage to the Premises as a result of any condemnation, Tenant shall have no obligation to restore or otherwise be responsible for any damage to the Premises that are the result of such casualty loss or condemnation. If Tenant is permitted by Landlord to remove any Approved Improvements at the termination of this Lease in accordance with the requirements of Subsection. 9.C.:

A. Such removal shall be done in accordance with all requirements of Subsection. 9.C. and shall be without cost to Landlord.

B. Tenant shall restore the Premises to the state or condition of the Premises existing prior to the construction of the Approved Improvement that is permitted to be removed, or as otherwise permitted in writing by Landlord.

12. **INSURANCE.** Landlord either self-insures or holds policies of insurance for liability and property damage in amounts not less than Two Million Dollars (\$2,000,000.00) and shall maintain such insurance throughout the Term. Tenant, at its own expense, shall procure and maintain insurance covering all operations under this Lease, whether performed by Tenant or by its contractors or subcontractors (all collectively "**Insurable Operations**"). All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Tenant shall submit to the Board satisfactory evidence of insurance coverage (i.e., a certified copy of any applicable policy of insurance) prior to the Effective Date of this Lease and/or commencement of work by any contractors or subcontractors. Policy renewal dates should be noted and new certificates must be obtained with the requirements set forth in this Lease throughout the Term. Minimum insurance requirements are:

A. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide services in the Premises with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence.

B. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, combined

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single limit for bodily injury, personal injury and property damage liability. Coverage shall include the following: all Premises and operations, products/completed operations (for a minimum of two (2) years following completion), independent contractors, separation of insureds, defense and contractual liability. Policy shall include sexual abuse/molestation coverage.

C. Automobile Liability Insurance. Automobile Liability Insurance is required when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Lease, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

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

E. Property Insurance. All-risk Property Insurance covering Tenant's personal property and any tenant improvements initiated by Tenant

F. Construction. Tenant shall indemnify, defend and agree to save and hold Landlord (and PBC and City as their interests may appear in their capacity as Titleholder) harmless from and against all liability, injury, loss, claims, cost, damage and expense with respect to any injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of any construction work performed by Tenant or Tenant's contractors on property owned or controlled by Landlord. Tenant shall not commence any such work until Landlord has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect adequate insurance as required by Landlord's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property and builders' risk insurance. Tenant's contractors and subcontractors are subject to the same requirements as Tenant in regards to additional insured, rating, notice, etc.

G. Contractors Pollution Liability. When any work is performed that may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from such work or operations or other work or services with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

H. Professional Liability/Errors & Omissions. When any architects, engineers, construction managers or other professional contractors perform any work in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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I. Additional Insured. Tenant shall have its general liability, umbrella liability, automobile liability, and contractors pollution liability insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate (and PBC and City, as their interests may appear in their capacity as Titleholder), and their members, employees, officers, officials and agents and any other entity as may be designated by Landlord" are named as additional insureds on a primary basis without recourse or right of contribution from Landlord (or City or PBC in their capacity as Titleholder).

J. Insurance Certificate. The insurance company, or its representative, shall submit an insurance certificate to Landlord evidencing all coverage as required hereunder and indicating the Additional Insureds' status as required above as of the Effective Date. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to the following:

Board of Education of the City of Chicago
Department of Facilities
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
ATTN: Chief Facilities Officer
(or if none, Chief Operations Officer)

Board of Education of the City of Chicago
Risk Management
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
riskmanagement@cps.edu

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

Tenant's failure to carry or document required insurance shall constitute a breach of this Lease. Non-fulfillment of the insurance conditions may constitute a violation of this Lease, and Landlord retains the right to stop operations until proper evidence of insurance is provided, or Landlord shall have all of its rights and remedies under law and equity including, but not limited to, curing the default or electing to terminate this Lease by providing Tenant written notice as provided for herein.

Any deductibles or self-insured retentions on a Party's insurance coverage must be borne by such Party. Any insurance or self-insurance programs maintained by Landlord (or City or PBC in their capacity as Titleholder) do not contribute with insurance provided by Tenant under this Lease.

All contractors and subcontractors are subject to the same insurance requirements of Tenant unless otherwise specified in this Lease. Tenant shall require any and all contractors and

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subcontractors under this Lease to carry the insurance as required herein and to comply with the foregoing requirements; otherwise, Tenant shall provide coverage for such contractors and subcontractors. Tenant will maintain a file of contractors' subcontractors' insurance certificates evidencing compliance with these requirements.

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

Tenant agrees that insurers waive their rights of subrogation against Landlord (and PBC and City, as their interests may appear as Titleholder). Landlord waives its claims by Landlord against Tenant and rights to subrogation by Landlord's insurers, both solely with respect to any casualty loss not arising out of the negligent or willful acts or omissions of Tenant.

Upon Landlord request, Tenant and/or its contractors and subcontractors shall promptly provide a certified copy of any applicable policy of insurance. Landlord reserves the right to make reasonable modifications to insurance requirements at any time upon sixty (60) days notice to Tenant.

13. **TENANT WAIVER.** Other than (i) Claims for damages resulting from the grossly negligent acts or omissions or willful misconduct of Landlord or Titleholder which are permitted by applicable law and covered by insurance, and (ii) Claims for damages arising out of breach of Landlord's obligations under this Lease as set forth in Subsection 14.D hereof, Landlord and Titleholder and their mortgagees and their respective agents, board members, and employees shall not be liable for, and to the extent permissible by law, Tenant waives all claims for, damage to person or property sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in or upon the Premises or any part thereto, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's or Titleholder's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water or other natural element; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring, gas, water, steam pipes, stairs, railings, elevators, escalators or walks (including, but not limited to, the installation of any of the foregoing); (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the discharge from any automatic sprinkler system; (viii) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; (ix) the escape of steam or hot water; (x) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises or otherwise; (xi) the falling of any fixture, plaster or stucco; (xii) any act, omission or negligence of any other tenant, licensee or invitee or of any other persons or of other occupants of the Premises or of adjoining or contiguous buildings or of owners of adjacent or contiguous property; (xiii) subject to the provisions of Subsection 5.H. hereof, any interruption of utility or heat or air conditioning service; and (xiv) any temporary blockage of direct access of or visibility to, from or of the Premises.

To the extent permissible by law, Tenant waives any limits to the amount of its

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obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Tenant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). Landlord, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

14. **DEFAULT; LEASE TERMINATION.**

A. **Automatic Termination Of Lease.** Tenant and Landlord agree that:

- (i) If Tenant's Charter School Agreement is terminated or non-renewed (or if its charter is revoked or non-renewed) for any reason, either in whole or in part with regard to the campus that operates on the Premises leased to Tenant hereunder; or
- (ii) If Tenant otherwise ceases to operate the Premises for the Use;

then notwithstanding anything to the contrary elsewhere in this Lease or otherwise, this Lease shall automatically terminate without further notice on the first to occur of: (i) The last day of the Term; (ii) The date the Charter School Agreement is so terminated or non-renewed (or the date its charter is so revoked or non-renewed); or (iii) The date Tenant ceases to operate the Premises for the Use in accordance with the terms of this Lease. The cure periods set forth in Subsection 14.B. do not apply to the events set forth in Subsections 14.A.(i) and (ii).

B. **Tenant Default.** Except as otherwise provided in this Lease, upon the occurrence of any Tenant default under this Lease, which Tenant fails to cure within thirty (30) calendar days after service of notice given in accordance with the terms of this Lease and specifying the default (or immediately, if the default creates an emergency situation) (or which, if such non-emergency default cannot be reasonably cured within thirty [30] calendar days after service of such notice, Tenant fails to commence and continue diligent efforts to cure in the sole opinion of Landlord), then Landlord shall have all of its rights and remedies at law and in equity, including without limitation any or all of the following:

- (i) The right to terminate this Lease, in whole or in part effective at a time specified by Landlord.
- (ii) The right to specific performance, an injunction or any other appropriate equitable remedy.
- (iii) The right to receive from Tenant any and all damages incurred as a result or in consequence of the default.
- (iv) The right to money damages.

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- (v) The right, upon written notice to Tenant, to withhold all or part of Tenant's compensation under the Charter School Agreement.
- (vi) The right to cure the default in accordance with Subsection 14.C. hereof.
- (vii) Tenant shall be fully responsible for any reasonable attorney's fees, costs and expenses incurred by Landlord and associated with this Lease.

If Landlord (in the sole discretion of Board's Chief Facilities Officer, or if none, its Chief Operations Officer) considers it to be in its best interest, it may elect not to declare Tenant in default or to terminate this Lease. The parties acknowledge that this provision is solely for the benefit of Landlord and that, if Landlord permits Tenant to continue to remain in the Premises despite one or more defaults, Tenant shall in no way be relieved of any responsibilities, duties or obligations under this Lease nor shall Landlord waive or relinquish any of its rights or remedies.

The remedies under the terms of this Lease are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall be construed as a waiver of any default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

C. Landlord's Right to Cure Defaults. If Tenant fails to cure a default within the period specified in Subsection 14.B., Landlord may, but shall not be obligated to, at any time, without further notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including, without limitation, reasonable attorneys' fees and expenses, shall be payable by Tenant within ten (10) days of Tenant's receipt of an invoice detailing such costs and expenses. In the alternative, at Landlord's sole election, such costs and expenses may be deducted from Tenant's general education quarterly payment under the Charter School Agreement.

D. Landlord Default. If Tenant determines that Landlord has materially failed to provide the Additional Operating Services in accordance with its customary facility and maintenance standards and such failure materially impedes Tenant's Use of the Premises, Tenant shall have the right to send a written notice specifying such material failure and material impediment of Use in detail and declaring such material failure as a default hereunder. If 1) such default shall continue for ten (10) days after Tenant has notified Landlord by written notice of such default, or 2) in the case of a default which cannot be remedied within ten (10) days, and where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default, and such default shall continue for an additional thirty (30) days after such notice, then Tenant shall have all of its rights and remedies under law and equity including, but not limited to, curing the default at Tenant's sole cost and expense or electing to terminate this Lease by providing Landlord written notice as provided for herein.

E. Cessation Of Operating Services By Landlord. If Landlord ceases to provide any of the Operating Services to be provided by it hereunder for a period exceeding ten school days,

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Landlord's Operating Expenses deduction for the quarter in which the cessation occurred shall be reduced by the amount of the charge for the Operating Service that it failed to provide in said period.

15. **CASUALTY AND CONDEMNATION.**

A. **Casualty Loss.** If the Premises are made untenable by fire or other casualty not arising out of the negligent or willful acts or omissions of Tenant, Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty, by notice to the other party within ninety (90) days after the date of the fire or other casualty. If neither party so terminates, Landlord shall commence restoration of the Premises and shall use reasonable efforts to complete such restoration within one (1) year after the occurrence of such casualty loss.

B. **Condemnation.** If the Premises are made untenable by a taking by any governmental entity pursuant to its power of eminent domain, Landlord or Tenant may elect to terminate this Lease as of the date of the issuance of the final determination of such taking. If there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof; provided however, Tenant may pursue a separate claim for its relocation costs. Each Party agrees to promptly notify the other Party if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain

16. **INDEMNIFICATION.** Tenant agrees to indemnify, defend and save Landlord (and PBC and City as Titleholder) and their mortgagees, agents, board members, officers and employees harmless from and against all liability, injury, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) in respect of any injury to, or death of, any person, and from any damage to, or loss or destruction of any property while on the Premises or any portion thereof occasioned by any negligent or willful act or omission of Tenant, or anyone claiming by, through or under Tenant. The foregoing covenants shall survive the expiration or earlier termination of this Lease.

17. **SECURITY.** The party responsible for Security Personnel Services, under Section 5 above, agrees to establish and maintain security measures appropriate to reasonably protect the Premises, individuals properly present at the Premises and the personal property located thereon; and each party agrees to cooperate with the other in maintaining such security measures.

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

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If to Tenant: **KIPP CHICAGO SCHOOLS**
2007 S. Halsted Avenue
Chicago, Illinois 60608
Attn: Michael Salmonowicz, Chief Operating Officer
Phone: 312/733--8108
Facsimile: 312/846-1061
Email: msalmonowicz@kippchicago.org

If to Landlord: Board of Education of the City of Chicago
Department of Facilities
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attention: Chief Facilities Officer (or if none, Chief Operations
Officer)
Facsimile: 773/553-2951
Email: facilities@cps.edu

With a copy to: Board of Education of the City of Chicago
Law Department
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attention: General Counsel
Facsimile: 773/553-1701

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

19. **NON-LIABILITY OF BOARD OFFICIALS.** Tenant agrees that no member, employee, agent, officer or official of Landlord shall be personally charged by Tenant, its members if a joint venture, or any contractors or subcontractors with any liability or expense under the Lease or be held personally liable under this Lease to Tenant, its members if a joint venture, or any contractors or subcontractors.

20. **MISCELLANEOUS PROVISIONS.**

A. Section Headings. The section headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the section to which they pertain.

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

C. Authority. Each party represents and warrants to the other that the individual officers, agents and employees of the Parties hereto who execute this Lease have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

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D. Entire Agreement and Amendment. This Lease, including all exhibits constitutes the entire agreement of the Parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Lease. No modification of or amendment to this Lease shall be effective unless such modification or amendment is in writing and signed by both Parties hereto and approved as to legal form by the Board's General Counsel. Any prior agreements or representations, either written or oral, relating to the subject matter of this Lease are of no force or effect.

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

F. Governing Law and Construction. This Lease shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions.

Tenant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Lease. Tenant agrees that service of process on Tenant may be made, at the option of Landlord, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against Landlord concerning this Lease, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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

H. Waiver. No waiver of any breach of this Lease shall be held as a waiver of any other or subsequent breach.

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

J. 105 ILCS 5/34-21.3 Provisions. This Lease is not legally binding on 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 Chicago Board of Education members during the one-year period following expiration or other termination of their terms of office.

K. Relationship of the Parties. Nothing contained herein shall be deemed or construed by the Parties hereto, or 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.

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L. Landlord's Title. Landlord's title and that of the PBC or the City (as the case may be) are and shall always be paramount to the title of Tenant, and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord, the PBC or the City, as the case may be.

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

N. Debarment and Suspension. Tenant certifies that it, each of its joint venture members if a joint venture, and each of its contractors and subcontractors, if any, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Tenant acknowledges that in obtaining services to be performed on the Premises, Tenant shall not utilize any firms that have been debarred from doing business with Board.

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

[SIGNATURE PAGE TO FOLLOW]

This Lease Agreement Will Be Posted On The CPS Internet Website.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized representatives as of the Effective Date.

LANDLORD:

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

By: Miguel del Valle
Name: Miguel del Valle

Title: President

Date: 11/6/19

Attest: Estela G. Beltran 11/6/19
Estela G. Beltran, Secretary

TENANT:

KIPP CHICAGO SCHOOLS

By: April Montague
Name: APRIL MONTAGUE GOBLE

Title: Executive Director

Date: 9/27/19

Attest: Michael Salmonowicz
Name/Title: Michael Salmonowicz, COO

Date: 27 Sep 2019

By: Janice K. Jackson
Janice K. Jackson, EdD, Chief Executive Officer

BOARD REPORT NOS. 17-1206-OP18; 18-0321-AR5-38; 18-0523-AR1-33; 18-0725-AR1-29;
18-0926-AR5-25; 18-1205-AR3-21; 19-0123-AR1-17; 19-0327-AR1-12; 19-0522-AR1-12;
19-0724-AR1-11; 19-0925-AR1-8

Approved as to legal form: Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

Date: 11/1/2019

ATTACHMENTS:

- EXHIBIT A Premises
- EXHIBIT B Memorandum of Understanding
- NOTE: Exhibit B-3 Is Form Memorandum of Understanding
- EXHIBIT C Facilities Service Request Form

This Lease Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT A

PREMISES

[See the Floor Plans and Sharing Agreement attached hereto as Exhibits B-1 and B-2 to Exhibit B - Memorandum of Understanding For Shared Facility among the Board (Landlord), Kipp One Academy, and Orr High School effective as of July 1, 2018.]

This Lease Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT B (Including Exhibits B-1 and B-2)

MEMORANDUM OF UNDERSTANDING

(See Attached.)

Memorandum of Understanding For Shared Facility among the Board (Landlord), Kipp One Academy, and Orr High School effective as of July 1, 2018.

This Lease Agreement Will Be Posted On The CPS Internet Website.

This Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT B

MEMORANDUM OF UNDERSTANDING FOR SHARED FACILITY
ORR CAMPUS
BETWEEN ORR HIGH SCHOOL,
KIPP ONE ACADEMY,
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
[Form 2017]

This Memorandum of Understanding for Shared Facility ("**MOU**") is effective as of the first day of July, 2018 ("**Effective Date**"), by and among the Board of Education of the City of Chicago, a body politic and corporate ("**Board**"), Orr High School ("**Orr**"), and KIPP One Academy ("**KIPP One**"). **Orr** and **KIPP One** shall be referred to collectively as the "**Schools**" or "**Co-Occupants**." The Schools and the Board shall be referred to collectively as the "**Parties**."

RECITALS

A. Pursuant to Chicago Public Schools Shared Facility Policy 410.7, adopted February 23, 2005 (the "**Policy**"), the Board desires to create more small schools through the transformation of some existing school buildings and the limited construction of new buildings.

B. To further the Policy, the need to house more than one school in a facility, and therefore, the need for a common vision and plan to be articulated, have arisen. The Board has created certain Shared Facilities (as hereinafter defined) in school buildings owned or controlled by the Board. The creation of such Shared Facilities shall not affect the Board's right and ability to promulgate and enforce rules established by the Board regarding the use of the Shared Facility (as hereinafter defined). A "**Shared Facility**" is a Board-owned or controlled building that houses more than one CPS school, each of which is autonomous and has its own school leader(s), governing body, and CPS identification number. A "**Campus**" is the physical building and adjoining or related grounds and facilities, including without limitation annexes, to be used as a Shared Facility. The Shared Facility which is the subject of this MOU is that certain school campus located at 730 N. Pulaski Rd., Chicago, Illinois, portions of which are respectively leased to Co-Occupant(s) hereunder ("**Shared Campus**").

C. In addition, the Policy requires, prior to the occupation of a Shared Facility, each School to enter into this MOU and a separate Sharing Agreement (hereinafter defined). The purpose of this MOU is to memorialize all mutually agreed-upon principles regarding the Shared Campus and to define the roles of the MOU Facilitator, Facility Manager, and Principal. The **Floor Plans**, attached hereto as **Exhibit B-1**, shall show what specific portions of the Shared Campus shall be exclusively occupied by each School, and what portions of the Shared Campus shall be shared or otherwise designated as common areas (the latter hereinafter referred to as the "**Shared Space**").

D. The separate **Sharing Agreement** shall be negotiated and formalized in writing between the Schools to address the specific items listed on the attached form for **Exhibit B-2**, including the day-to-day operation of each item and the scheduling of the Shared Space, and shall be attached as **Exhibit B-2** to this MOU.

This Agreement Will Be Posted On The CPS Internet Website.

E. In accordance with the Policy, the Parties have agreed to enter into this MOU for the purpose of memorializing the mutually agreed-upon principles regarding the Shared Campus and defining the role of the MOU Facilitator, the Facility Manager, and the Principal (or designees of each of them) for the Shared Campus.

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, and the mutual covenants and agreements contained in this MOU, the Parties agree as follows:

AGREEMENT

1. **Guiding Principles.** The Policy is based on the following six (6) principles, which are essential for the successful operation of the Shared Campus:

A. Committing to an equitable use of the Shared Campus in order to ensure that each School will reap the greatest benefit from the Shared Campus to create more equitable access to educational resources for each School.

B. Establishing and maintaining strong relationships among leaders of the Schools in order to enable such leaders to contribute jointly and work cooperatively to the administration and operation of the Shared Campus.

C. Fostering an agreement between the Schools regarding strategies and plans to create physical space and visual cues to help foster autonomy and a distinctive identity for each School in the Shared Campus.

D. Ensuring that this MOU, together with all Exhibits, contains sufficient detail to create a clear record of the agreements and responsibilities of each School with respect to the shared use and occupancy of the Shared Campus.

E. Developing and memorializing a fair and equitable conflict resolution process to enforce any rights or obligations described in this MOU.

F. Pooling resources to better serve the students of each School by capitalizing on the benefits of the use of the Shared Campus.

2. **Term and Renewals; Rollover; Delivery.**

A. **Term; Rollover.** This MOU shall commence on the Effective Date and shall end approximately one year thereafter, on June 30, 2019 ("Initial Term"), unless otherwise agreed by the Parties. If the Parties do not execute a new MOU prior to the end of the Initial Term, this MOU shall automatically renew upon the same terms for an additional one (1) year period. Similarly, if a new MOU is not executed prior to the end of any renewal term, this MOU shall continue to renew each year upon the same terms until either (i) a new MOU is executed, or (ii) one or both of the Schools ceases to occupy the Shared Campus.

B. **Delivery.** The original of any MOU (or any amendment thereto) executed by both Co-Occupants, together with all Exhibits, shall be filed with/delivered to (pursuant to Sec. 11 hereof) the Board's Office of Innovation and Incubation ("I & I") for execution by I & I and the Board's Facilities Department. After such execution, I & I shall provide copies of the fully

This Agreement Will Be Posted On The CPS Internet Website.

executed MOU with all Exhibits to the Board's Law Department (Transactions Group) and Facilities Department (Real Estate).

3. **Physical Space.** The Parties are committed to the equitable division of physical space within the Shared Campus according to the specific needs of each School. As these needs may change, on a yearly basis the renewal, amendment or addendum to the MOU (and in particular Exhibit B-2 - Sharing Agreement) shall outline the specific allocation of common spaces, classrooms, resource areas, offices and entrances within the Shared Campus as agreed to, executed and filed with the Chicago Public Schools ("CPS") I & I Department by July 1 of each year of the Term (and subsequently delivered to the Board's Law and Facilities Departments as set forth in Sec. 2.B. above, as renewed or extended in accordance with the terms hereof.

4. **Improvements.** No improvements shall be made to the Shared Campus by third parties without prior written approval from the Board through its Facilities Department. Any permitted improvements shall be made in accordance with the terms of the respective Leases/Renewal Leases for the Shared Campus. CPS Schools shall follow current CPS standards for making any improvements to the Shared Campus.

5. **Roles and Responsibilities Of MOU Facilitator, Facility Manager, and Principal:**

A. The MOU Facilitator (or designee) shall:

- (i) Assume responsibility for the mediation and resolution of disagreements between Schools by working to support each individual School.
- (ii) Serve as liaison between the Schools and the central office of the Board on shared maintenance and operational issues.
- (iii) Ensure execution and implementation of the Sharing Agreement and each annual renewal or amendment thereof.

B. The Facility Manager (or designee) shall:

- (i) Provide oversight and supervision of the engineering staff.
- (ii) Manage the Facility budget and shared expenditures.
- (iii) Schedule meetings as necessary with the building engineer to discuss and manage the Shared Campus's operating budget.

C. The Principal (or designee) shall:

- (i) Coordinate with safety and security and food services staff regarding building operations.
- (ii) Manage the Shared School Calendar.

6. **Governance.** The Parties agree to the following general structure for Shared Campus governance:

This Agreement Will Be Posted On The CPS Internet Website.

- A. To meet, at a minimum, before April of each year during the current Term to discuss and complete the annual renewal or amendment of this MOU and all Exhibits.
- B. The Campus engineer shall report to both School principals regarding the operation and maintenance of the Shared Campus.

7. **Commitment to Regular Meetings.** The principals, directors or designees of each School will meet at least once per month to discuss the following issues:

- A. Usage schedule for Shared Space.
- B. Arrival and departure times of students and staff of each School.
- C. Campus security issues.
- D. Food services issues.
- E. Custodial issues and maintenance responsibilities.
- F. If necessary, the procedure for appropriate communication between the Parties.
- G. If necessary, any issues that have arisen since the last meeting.

8. **Dispute Resolution Process:** In the event an unanticipated issue arises with respect to the operation of the Schools or the Shared Campus, the Parties agree to use their best efforts to resolve all such issues at the Shared Campus level. If an issue arises that cannot be resolved at the Shared Campus level by the MOU Facilitator or designee within thirty (30) days, the MOU Facilitator will provide a written request (pursuant to Section 11 of this MOU) that the issue be mediated by the Board through the I & I and Facilities Departments. These Departments will have authority to mediate the issue or to designate an impartial mediator. An impartial mediator shall be designated within thirty (30) days of receipt of the request for mediation. If the Parties are unwilling to abide by the impartial mediator's decision, the final decision, which shall be binding on all Parties, will rest with the Chief Executive Officer of the Board, who shall provide a decision within thirty (30) days of receipt of written notice from one or both of the Schools rejecting the impartial mediator's decision.

9. **Student Enrollment Projections:** Each School shall outline below in writing its respective student enrollment projections for each year during which both Schools occupy the Shared Campus. CPS Schools shall prepare written projections with the assistance of the Board through the MOU Facilitator. Any non-traditional School shall prepare written projections for the number of years corresponding with such School's (i) Charter School and Lease Agreements with the Board, if applicable, or (ii) other agreement allowing it to operate a school within the Shared Campus.

	<u>Orr High School</u> Projected enrollment		<u>KIPP One Academy</u> Projected enrollment
Year 1 (2018-2019)	240		625
Year 2 (2019-2020)	280		825
Year 3 (2020-2021)	320	SA	935
Year 4 (2021-2022)	360		935
Year 5 (2022-2023)	400		935

Initialed:

Orr Principal

KIPP One Principal

This Agreement Will Be Posted On The CPS Internet Website.

10. Filing Date With I & I; Attachment/Incorporation Into Leases.

A. Filing Date With I & I. Subject to Sec. 10.B. below, this MOU, the annual renewal and/or amendment thereof and any other amendments, all fully executed by Co-Occupants, shall be filed/delivered (pursuant to Section 11 of this MOU) with I & I by July 1 of each year. Thereafter, copies will be distributed by I & I in accordance with Sec. 2.B. hereof.

B. Attachment/Incorporation. Co-Occupants shall execute a new MOU ("Initial MOU") at the commencement of the Term of any new Lease/Renewal Lease executed by any Co-Occupant. A copy of this Initial MOU shall be attached as Exhibit B to the new Leases/ Renewal Leases of all Co-Occupants; provided however, if a new School becomes a Co-Occupant in a Shared Campus where the existing Co-Occupant School has a pre-existing Lease/Renewal Lease with the Board, this new MOU shall also be attached to that Co-Occupant's pre-existing Lease/Renewal Lease and supersede any prior MOUs with former Co-Occupants and be deemed to amend Exhibit B to that pre-existing Lease/Renewal Lease.

Successor MOUs (and amendments) between the same Co-Occupants shall be filed with/delivered to I & I and subsequently delivered by I & I to the Board's Law and Facilities Departments as set forth in Sec. 2.B. above. However, except where a new Lease/Renewal Lease is executed, successor MOUs between the same Co-Occupants need not be attached to pre-existing Leases/Renewal Leases but shall be deemed incorporated into and amendments of those pre-existing Leases/Renewal Leases by reference.

11. Notices to Parties. All notices and other filings required under this MOU shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service on a party's attorney or agent; (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid mail; or (iii) as of the day of delivery if by facsimile or electronic mail and confirmation is received that day that the notice was transmitted by facsimile or electronic mail on that date. All notices and other such required filings shall be addressed as follows:

If to the Board: Board of Education of the City of Chicago
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attn: Executive Director - Office of Innovation & Incubation
Fax. No.: _____

With copies to:

Board of Education of the City of Chicago
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Facilities Officer (or if none, Chief Administrative Officer)
Fax. No.: 773/553-2951

Board of Education of the City of Chicago
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: Law Department - General Counsel
Fax: (773) 553-1701

This Agreement Will Be Posted On The CPS Internet Website.

If to Orr: Principal Shanele Andrews
730 N. Pulaski Rd.
Chicago, IL 60624
Fax: 773-534-6504

If to KIPP One: Michael Salmonowicz
2007 S. Halsted
Chicago, IL 60608
Fax: 312-846-1061

12. **Entire Agreement; Amendment.** Except as otherwise provided herein, this MOU contains the entire agreement of the Parties with respect to the subject matter herein, supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by a written instrument executed by the Parties hereto.

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

[SIGNATURE PAGE TO FOLLOW]

This Agreement Will Be Posted On The CPS Internet Website.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date and year first set forth above.

Shanele Andrew
Print: Shanele Andrew
Principal of Orr

[Signature]
Print: Ken Lee
Principal of KIPP One

Mary De Runtz
Print: Mary De Runtz
DEPUTY Chief of CAPITAL PLANNING AND CONSTRUCTION
Board of Education of the City of Chicago

[Signature]
Print: Mary Ki Bradley
Chief of Innovation and Incubation
Board of Education of the City of Chicago

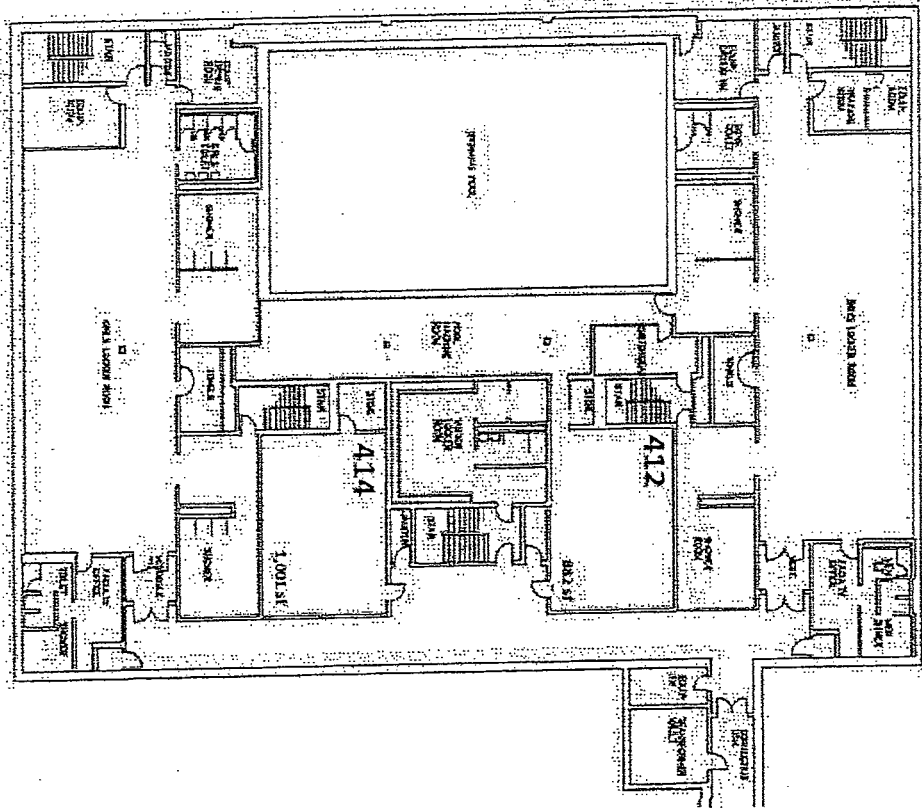
CO-OCCUPANTS SHALL DELIVER DOCUMENT EXECUTED BY ALL CO-OCCUPANTS WITH ALL EXHIBITS TO THE BOARD'S OFFICE OF INNOVATION AND INCUBATION FOR EXECUTION BY I & I AND THE BOARD'S FACILITIES DEPARTMENT. COPIES OF THE FULLY-EXECUTED DOCUMENT WITH ALL EXHIBITS SHALL BE DELIVERED BY I & I TO THE BOARD'S LAW DEPARTMENT (TRANSACTIONS GROUP) AND FACILITIES DEPARTMENT (REAL ESTATE).

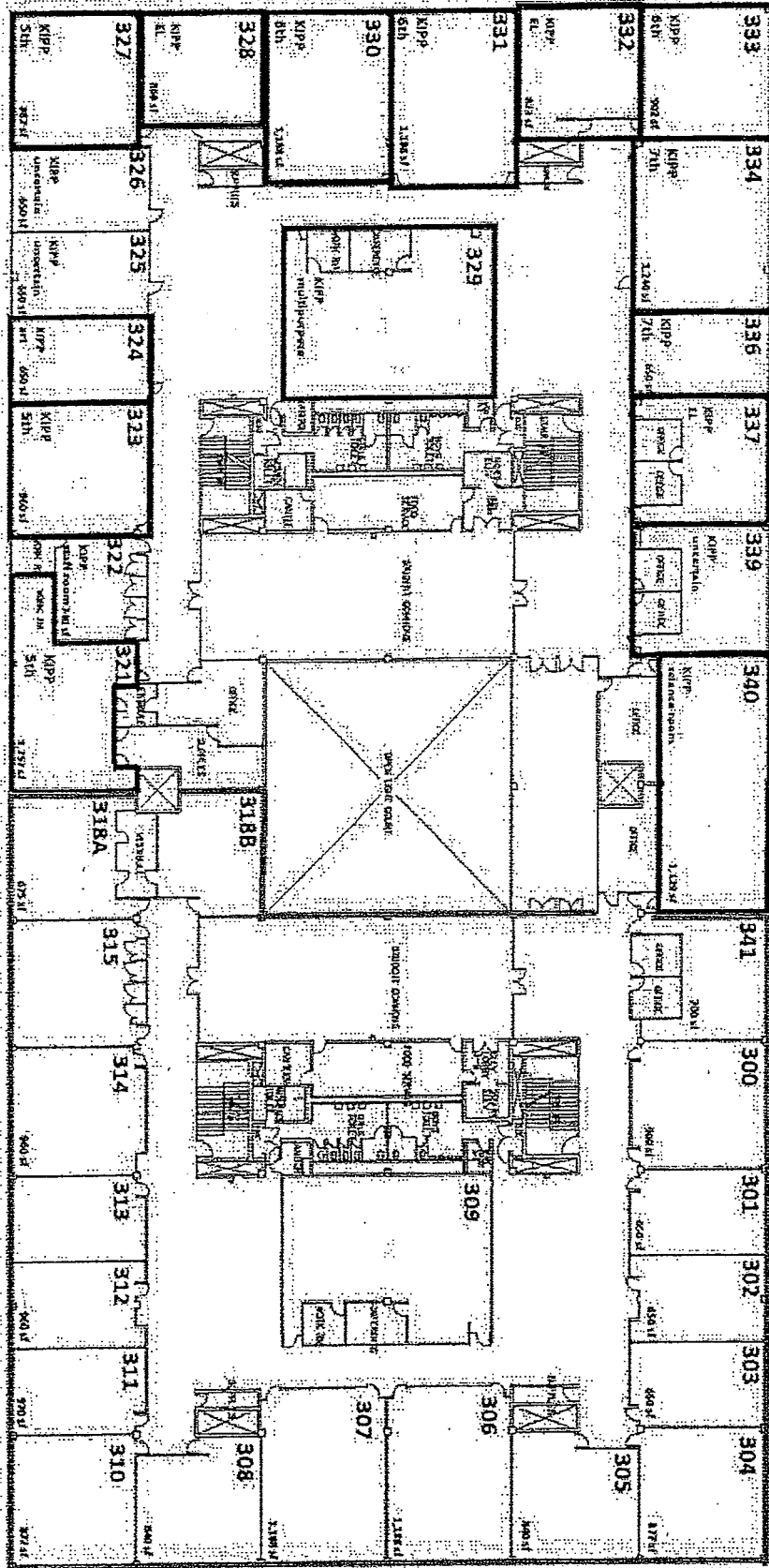
ATTACHMENTS:

- Exhibit B-1 Floor Plans
- Exhibit B-2 Sharing Agreement

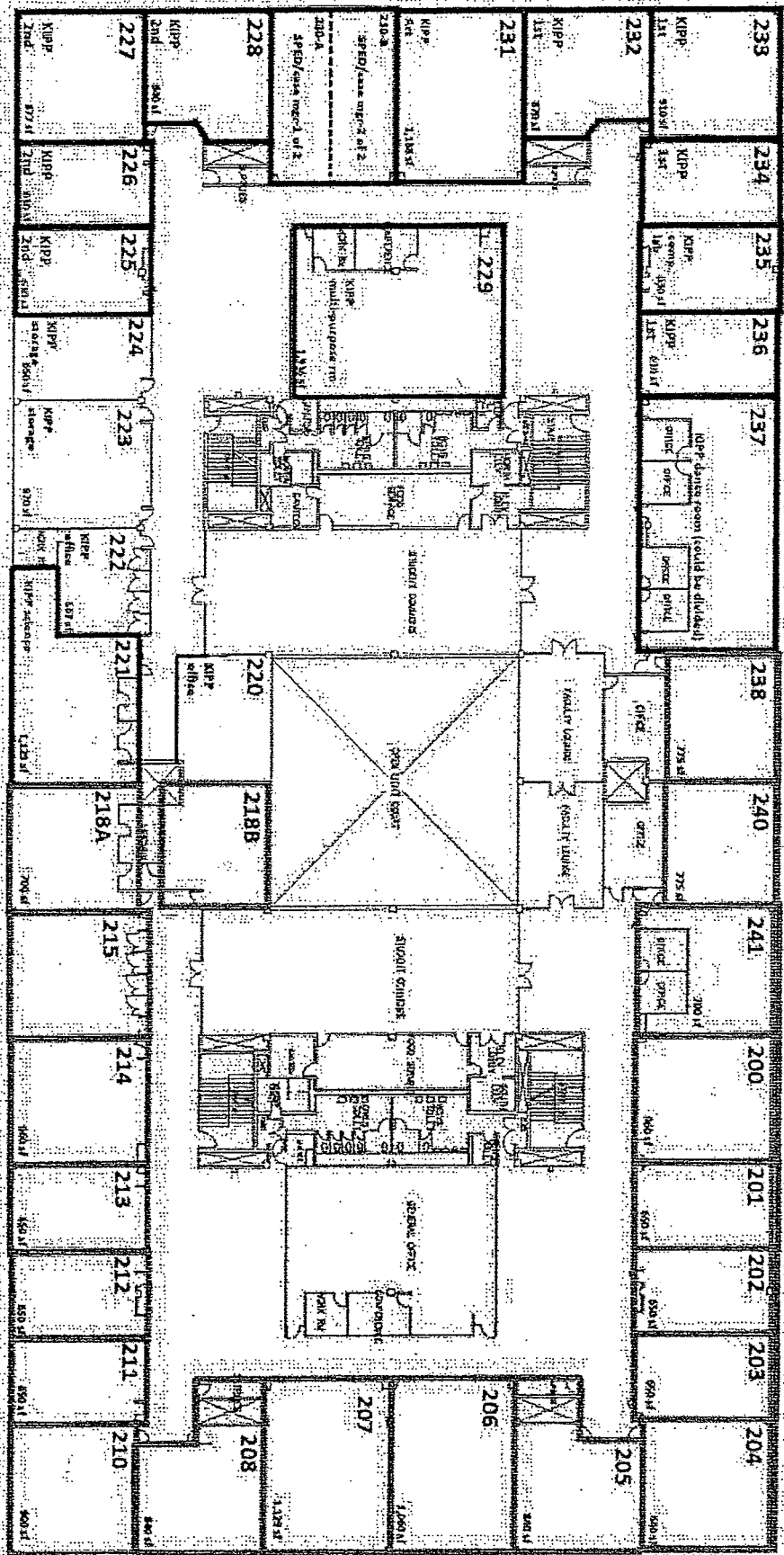
This Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT B-1 TO MEMORANDUM OF UNDERSTANDING
FLOOR PLANS
(See Attached.)





Orr Campus- 3rd floor



Orr Campus-2nd floor

This Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT B-2 TO MEMORANDUM OF UNDERSTANDING

I. Physical space

A. Classrooms & Office Space

- **Orr** will occupy the following rooms:
 - First floor: 100, 101, 102, 103, 104, 105, 106, 107, 108, 113, 114
 - Second floor: 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 218, 240, 241, Lunch Room 2-S
 - Third floor: 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, 316, 318, 341, 342, Lunch Room 3-S
 - Basement: 010, 014, 022, 023, 024, 026
 - Athletic building: Pool, East Gym, 411, 412
- **KIPP One** will occupy the following rooms:
 - First floor: 116, 118, 119, 120, 121, 122, 125, 126, 129, 130, 131, 134, 136, 137, 138, 139, 140
 - Second floor: 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230A, 230B, 231, 232, 233, 234, 236, 237, 238, Lunch Room 2-N
 - Third floor: 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 336, 337, 338, 339, 340, Lunch Room 3-N
 - Basement: 027, 028, 029, 032, 034
 - Athletic building: West Gym

B. Main entrance and exits

- **Orr** will use the east doors as its primary entrance and exit.
- **KIPP One** will use the north doors as its primary entrance and exit.
- All doors should be secured by each school as whereas no door should be left open.

D. Common areas

- **Orr** and **KIPP One** will share use of the auditorium and the football field.

II. Operational items

A. Student entrances and exits: See section (I), subsection (B) above

B. Teachers' work areas: N/A

C. Common areas

- Custodians have designated areas to clean in each building, and will ensure that outdoor spaces around the entire campus are cleaned/maintained.

D. Additional items: N/A

E. Building access hours

- Monday-Friday, 6:30am-6:00pm

This Agreement Will Be Posted On The CPS Internet Website.

F. Engineer staff

- There is one lead engineer and one assistant. They will be evaluated by the FM.

G. Custodial staff

- Custodians are from Aramark, and the FM works out the custodian schedule for both schools.

H. Lunchroom staff

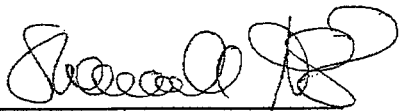
- Aramark supervises and evaluates employees. If lunchroom staff members require formal evaluations, both principals' feedback will be taken into consideration and provided to the Food Service Manager.

I. Security staff: N/A

J. Absences: N/A

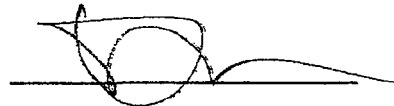
K. Other/miscellaneous

- Principals will communicate safety concerns in the neighborhood or in the school immediately.
- Each school is responsible for their individual students and security matters.

Print: 
Principal of Orr

Print: Ken Lee
Principal of KIPP One

Shanele Andrews



This Lease Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT B-3

FORM TEMPLATE FOR MEMORANDUM OF UNDERSTANDING BETWEEN CO-OCCUPANTS
WILL BE EXHIBIT B TO LEASES FOR SHARED CAMPUS

PLEASE COMPLETE WITH NO CHANGES OTHER THAN FILLED-IN BLANKS.

CO-OCCUPANTS MUST PROVIDE:

1. Exhibit B-1 – Floor Plans
2. Exhibit B-2 – Sharing Agreement, executed by all Co-Occupants

EXHIBIT B

MEMORANDUM OF UNDERSTANDING FOR SHARED FACILITY

_____ (Campus)

BETWEEN _____,

_____ AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

[Form 2017]

This Memorandum of Understanding for Shared Facility (“MOU”) is effective as of the first day of July, 20__ (“Effective Date”), by and among the Board of Education of the City of Chicago, a body politic and corporate (“Board”), _____ School (“[School XXX]”), and _____ School (“[School YYY]”). [School XXX] and [School YYY] shall be referred to collectively as the “Schools” or “Co-Occupants.” The Schools and the Board shall be referred to collectively as the “Parties.”

RECITALS

A. Pursuant to Chicago Public Schools Shared Facility Policy 410.7, adopted February 23, 2005 (the “Policy”), the Board desires to create more small schools through the transformation of some existing school buildings and the limited construction of new buildings.

B. To further the Policy, the need to house more than one school in a facility, and therefore, the need for a common vision and plan to be articulated, have arisen. The Board has created certain Shared Facilities (as hereinafter defined) in school buildings owned or controlled by the Board. The creation of such Shared Facilities shall not affect the Board’s right and ability to promulgate and enforce rules established by the Board regarding the use of the Shared Facility (as hereinafter defined). A “Shared Facility” is a Board-owned or controlled building that houses more than one CPS school, each of which is autonomous and has its own school leader(s), governing body, and CPS identification number. A “Campus” is the physical building and adjoining or related grounds and facilities, including without limitation annexes, to be used as a Shared Facility. The Shared Facility which is the subject of this MOU is that certain school campus located at _____ [with Annex located at _____, if applicable], Chicago, Illinois, portions of which are respectively leased to Co-Occupant(s) hereunder (“Shared Campus”).

This Lease Agreement Will Be Posted On The CPS Internet Website.

C. In addition, the Policy requires, prior to the occupation of a Shared Facility, each School to enter into this MOU and a separate Sharing Agreement (hereinafter defined). The purpose of this MOU is to memorialize all mutually agreed-upon principles regarding the Shared Campus and to define the roles of the MOU Facilitator, Facility Manager, and Principal. The **Floor Plans**, attached hereto as **Exhibit B-1**, shall show what specific portions of the Shared Campus shall be exclusively occupied by each School, and what portions of the Shared Campus shall be shared or otherwise designated as common areas (the latter hereinafter referred to as the “**Shared Space**”).

D. The separate **Sharing Agreement** shall be negotiated and formalized in writing between the Schools to address the specific items listed on the attached form for **Exhibit B-2**, including the day-to-day operation of each item and the scheduling of the Shared Space, and shall be attached as **Exhibit B-2** to this MOU.

E. In accordance with the Policy, the Parties have agreed to enter into this MOU for the purpose of memorializing the mutually agreed-upon principles regarding the Shared Campus and defining the role of the MOU Facilitator, the Facility Manager, and the Principal (or designees of each of them) for the Shared Campus.

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, and the mutual covenants and agreements contained in this MOU, the Parties agree as follows:

AGREEMENT

1. **Guiding Principles.** The Policy is based on the following six (6) principles, which are essential for the successful operation of the Shared Campus:

A. Committing to an equitable use of the Shared Campus in order to ensure that each School will reap the greatest benefit from the Shared Campus to create more equitable access to educational resources for each School.

B. Establishing and maintaining strong relationships among leaders of the Schools in order to enable such leaders to contribute jointly and work cooperatively to the administration and operation of the Shared Campus.

C. Fostering an agreement between the Schools regarding strategies and plans to create physical space and visual cues to help foster autonomy and a distinctive identity for each School in the Shared Campus.

D. Ensuring that this MOU, together with all Exhibits, contains sufficient detail to create a clear record of the agreements and responsibilities of each School with respect to the shared use and occupancy of the Shared Campus.

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E. Developing and memorializing a fair and equitable conflict resolution process to enforce any rights or obligations described in this MOU.

F. Pooling resources to better serve the students of each School by capitalizing on the benefits of the use of the Shared Campus.

2. **Term and Renewals; Rollover; Delivery.**

A. **Term; Rollover.** This MOU shall commence on the Effective Date and shall end approximately one year thereafter, on June 30, 20__ (“**Initial Term**”), unless otherwise agreed by the Parties. If the Parties do not execute a new MOU prior to the end of the Initial Term, this MOU shall automatically renew upon the same terms for an additional one (1) year period. Similarly, if a new MOU is not executed prior to the end of any renewal term, this MOU shall continue to renew each year upon the same terms until either (i) a new MOU is executed, or (ii) one or both of the Schools ceases to occupy the Shared Campus.

B. **Delivery.** The original of any MOU (or any amendment thereto) executed by both Co-Occupants, together with all Exhibits, shall be filed with/delivered to (pursuant to Sec. 11 hereof) the Board’s Office of Innovation and Incubation (“**I & I**”) for execution by I & I and the Board’s Facilities Department. After such execution, I & I shall provide copies of the fully executed MOU with all Exhibits to the Board’s Law Department (Transactions Group) and Facilities Department (Real Estate).

3. **Physical Space.** The Parties are committed to the equitable division of physical space within the Shared Campus according to the specific needs of each School. As these needs may change, on a yearly basis the renewal, amendment or addendum to the MOU (and in particular Exhibit B-2 - Sharing Agreement) shall outline the specific allocation of common spaces, classrooms, resource areas, offices and entrances within the Shared Campus as agreed to, executed and filed with the Chicago Public Schools (“**CPS**”) I & I Department by July 1 of each year of the Term (and subsequently delivered to the Board’s Law and Facilities Departments as set forth in Sec. 2.B. above, as renewed or extended in accordance with the terms hereof.

4. **Improvements.** No improvements shall be made to the Shared Campus by third parties without prior written approval from the Board through its Facilities Department. Any permitted improvements shall be made in accordance with the terms of the respective Leases/Renewal Leases for the Shared Campus. CPS Schools shall follow current CPS standards for making any improvements to the Shared Campus.

5. **Roles and Responsibilities Of MOU Facilitator, Facility Manager, and Principal:**

A. The MOU Facilitator (or designee) shall:

(i) Assume responsibility for the mediation and resolution of disagreements between Schools by working to support each individual School.

(ii) Serve as liaison between the Schools and the central office of the Board on shared maintenance and operational issues.

This Lease Agreement Will Be Posted On The CPS Internet Website.

(iii) Ensure execution and implementation of the Sharing Agreement and each annual renewal or amendment thereof.

B. The Facility Manager (or designee) shall:

(i) Provide oversight and supervision of the engineering staff.

(ii) Manage the Facility budget and shared expenditures.

(iii) Schedule meetings as necessary with the building engineer to discuss and manage the Shared Campus's operating budget.

C. The Principal (or designee) shall:

(i) Coordinate with safety and security and food services staff regarding building operations.

(ii) Manage the Shared School Calendar.

6. **Governance.** The Parties agree to the following general structure for Shared Campus governance:

A. To meet, at a minimum, before April of each year during the current Term to discuss and complete the annual renewal or amendment of this MOU and all Exhibits.

B. The Campus engineer shall report to both School principals regarding the operation and maintenance of the Shared Campus.

7. **Commitment to Regular Meetings.** The principals, directors or designees of each School will meet at least once per month to discuss the following issues:

A. Usage schedule for Shared Space.

B. Arrival and departure times of students and staff of each School.

C. Campus security issues.

D. Food services issues.

E. Custodial issues and maintenance responsibilities.

F. If necessary, the procedure for appropriate communication between the Parties.

G. If necessary, any issues that have arisen since the last meeting.

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8. **Dispute Resolution Process:** In the event an unanticipated issue arises with respect to the operation of the Schools or the Shared Campus, the Parties agree to use their best efforts to resolve all such issues at the Shared Campus level. If an issue arises that cannot be resolved at the Shared Campus level by the MOU Facilitator or designee within thirty (30) days, the MOU Facilitator will provide a written request (pursuant to Section 11 of this MOU) that the issue be mediated by the Board through the I & I and Facilities Departments. These Departments will have authority to mediate the issue or to designate an impartial mediator. An impartial mediator shall be designated within thirty (30) days of receipt of the request for mediation. If the Parties are unwilling to abide by the impartial mediator's decision, the final decision, which shall be binding on all Parties, will rest with the Chief Executive Officer of the Board, who shall provide a decision within thirty (30) days of receipt of written notice from one or both of the Schools rejecting the impartial mediator's decision.

9. **Student Enrollment Projections:** Each School shall outline below in writing its respective student enrollment projections for each year during which both Schools occupy the Shared Campus. CPS Schools shall prepare written projections with the assistance of the Board through the MOU Facilitator. Any non-traditional School shall prepare written projections for the number of years corresponding with such School's (i) Charter School and Lease Agreements with the Board, if applicable, or (ii) other agreement allowing it to operate a school within the Shared Campus.

	<u>[SCHOOL XXX]</u> Projected enrollment	<u>[SCHOOL YYY]</u> Projected enrollment
Year 1 (20__-20__)	_____	_____
Year 2 (20__-20__)	_____	_____
Year 3 (20__-20__)	_____	_____
Year 4 (20__-20__)	_____	_____
Year 5 (20__-20__)	_____	_____

Initialed:

School XXX Principal

School YYY Principal

10. **Filing Date With I & I; Attachment/Incorporation Into Leases.**

A. **Filing Date With I & I.** Subject to Sec. 10.B. below, this MOU, the annual renewal and/or amendment thereof and any other amendments, all fully executed by Co-Occupants, shall be filed/delivered (pursuant to Section 11 of this MOU) with I & I by July 1 of each year. Thereafter, copies will be distributed by I & I in accordance with Sec. 2.B. hereof.

B. **Attachment; Incorporation.** Co-Occupants shall execute a new MOU ("Initial MOU") at the commencement of the Term of any new Lease/Renewal Lease executed by any Co-Occupant. A copy of this Initial MOU shall be attached as Exhibit B to the new Leases/ Renewal Leases of all Co-Occupants; provided however, if a new School becomes a Co-Occupant in a Shared Campus where the existing Co-Occupant School has a pre-existing Lease/Renewal Lease with the Board, this new MOU shall also be attached to that Co-Occupant's pre-existing Lease/Renewal Lease and supersede any prior MOUs with former Co-Occupants and be deemed to amend Exhibit B to that pre-existing Lease/Renewal Lease.

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Successor MOUs (and amendments) between the same Co-Occupants shall be filed with/delivered to I & I and subsequently delivered by I & I to the Board's Law and Facilities Departments as set forth in Sec. 2.B. above. However, except where a new Lease/Renewal Lease is executed, successor MOUs between the same Co-Occupants need not be attached to pre-existing Leases/Renewal Leases but shall be deemed incorporated into and amendments of those pre-existing Leases/Renewal Leases by reference.

11. **Notices to Parties.** All notices and other filings required under this MOU shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service on a party's attorney or agent; (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid mail; or (iii) as of the day of delivery if by facsimile or electronic mail and confirmation is received that day that the notice was transmitted by facsimile or electronic mail on that date. All notices and other such required filings shall be addressed as follows:

If to the Board: Board of Education of the City of Chicago
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attn: Executive Director - Office of Innovation & Incubation
Fax. No.: _____

With copies to:

Board of Education of the City of Chicago
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Facilities Officer (or if none, Chief Operations Officer)
Fax. No.: 773/553-2951

Board of Education of the City of Chicago
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: Law Department - General Counsel
Fax: (773) 553-1701

If to XXX: _____

If to YYY: _____

12. **Entire Agreement; Amendment.** Except as otherwise provided herein, this MOU contains the entire agreement of the Parties with respect to the subject matter herein,

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supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by a written instrument executed by the Parties hereto.

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

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date and year first set forth above.

Print: _____
Principal of XXX

Print: _____
Principal of YYY

Print: _____
Chief Facilities Officer
Board of Education of the City of Chicago

Print: _____
Chief of Innovation and Incubation
Board of Education of the City of Chicago

CO-OCCUPANTS SHALL DELIVER DOCUMENT EXECUTED BY ALL CO-OCCUPANTS WITH ALL EXHIBITS TO THE BOARD'S OFFICE OF INNOVATION AND INCUBATION FOR EXECUTION BY I & I AND THE BOARD'S FACILITIES DEPARTMENT. COPIES OF THE FULLY-EXECUTED DOCUMENT WITH ALL EXHIBITS SHALL BE DELIVERED BY I & I TO THE BOARD'S LAW DEPARTMENT (TRANSACTIONS GROUP) AND FACILITIES DEPARTMENT (REAL ESTATE).

ATTACHMENTS:

- Exhibit B-1 Floor Plans**
- Exhibit B-2 Sharing Agreement**

This Lease Agreement Will Be Posted On The CPS Internet Website.

**EXHIBIT B-3 –Exhibits to
Form Template For Memorandum Of Understanding Between Co-Occupants**

**Exhibit B-1 To Form Template For Memorandum Of Understanding
Floor Plans
(See Attached.)**

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**EXHIBIT B-3 –Exhibits to
Form Template For Memorandum Of Understanding Between Co-Occupants**

**Exhibit B- 2 To Form Template For Memorandum Of Understanding
Outline of Mandatory Items to be addressed in Sharing Agreement
(Executed Sharing Agreement to be attached to Executed MOU as Exhibit B-2)**

I. Physical Space

- A. Classrooms
- B. Office space
- C. Main entrance and exits
- D. Potential common areas
 - (i) Restrooms
 - (ii) Parking Lots
 - (iii) Food Service areas
 - (iv) Gymnasiums
 - (v) Auditoriums
 - (vi) Playgrounds/Outdoor recreation areas
 - (viii) Other: _____

II. Operational Items

- A. Student entrances and exits
- B. Teachers' work area
- C. Potential common areas
 - (i) Restrooms
 - (ii) Parking Lots
 - (iii) Food Service areas
 - (iv) Gymnasiums
 - (v) Auditoriums
 - (vi) Playgrounds/Outdoor recreation areas
 - (viii) Other: _____
- D. Additional items
- E. Building access hours
- F. Engineer staff
- G. Custodial staff
- H. Lunchroom staff
- I. Security staff
- J. Absences
- K. Other/miscellaneous _____

[SIGNATURE PAGE TO FOLLOW]

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Print: _____
Principal of XXX

Print: _____
Principal of YYY

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EXHIBIT C

FACILITIES SERVICE REQUEST FORM

To be completed and signed by Charter School
(Form 2018)

School Name: _____ CPS Facility: _____

Address: _____ Unit Number: _____

Please make selections below according to occupancy. For those services marked as "Procured by CPS," no selection is necessary and such services must be procured directly through CPS.

OPERATING SERVICE	SOLE OCCUPANCY	SHARED WITH CPS OR CONTRACT SCHOOL	SHARED WITH ANOTHER CHARTER SCHOOL
Security Alarm Monitoring (Required Operating Service)	Procured by CPS	Procured by CPS	Procured by CPS
Maintenance Services* (engineering services, custodial services, pest control, snow removal, landscaping, trash removal)	Opt in? Y / N	Procured by CPS	Opt in? Y / N Election must coincide with co-locating charter school
Asset Management (quarterly inspections)	If opt-in to Maintenance Services, no Asset Management required. If opt-out of Maintenance Services, Asset Management procured by CPS.	Procured by CPS	Procured by CPS
Security Services Personnel	Opt in? Y / N	Opt in? Y / N	Opt in? Y / N
Utilities (gas, electricity, water)	If opt-in to Maintenance Services, utilities procured by CPS. If opt-out of Maintenance Services, charter must procure utility service directly from utility providers.	Procured by CPS	If opt-in to Maintenance Services, utilities procured by CPS. If opt-out of Maintenance Services, charter must procure utility service directly from utility providers.

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			Election must coincide with co-locating charter school
Information and Technology Services (LAN, WAN, Telecom)	Opt in? Y / N	Opt in? Y / N	Opt in? Y / N
Food services	Opt in? Y / N	Procured by CPS	Opt in? Y / N Election must coincide with co-locating charter school

* If opting-out of maintenance services, Landlord must approve, in writing, the use of any third party providers.

The undersigned, on behalf of _____ School, acknowledges receipt of the supporting materials which outline the facility service requirements for the above-named CPS facility and agrees to follow all applicable CPS standards as they relate to the services selected above. The undersigned further acknowledges that the selections made herein will be binding for the term of the Lease and that this completed form shall be an exhibit to the Lease agreement.

SIGNED: _____
 Title: _____
 Printed Name: _____
 Phone Number: _____
 Date: _____

This Lease Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT C

FACILITIES SERVICE REQUEST FORM

To be completed and signed by Charter School
(Form 2018)

School Name: KIPP One CPS Facility: Orr
Address: 730 N. Pulaski Unit Number: 66032

Please make selections below according to occupancy. For those services marked as "Procured by CPS," no selection is necessary and such services must be procured directly through CPS.


OPERATING SERVICE	SOLE OCCUPANCY	SHARED WITH CPS OR CONTRACT SCHOOL	SHARED WITH ANOTHER CHARTER SCHOOL
Security Alarm Monitoring (Required Operating Service)	Procured by CPS	Procured by CPS	Procured by CPS
Maintenance Services* (engineering services, custodial services, pest control, snow removal, landscaping, trash removal)	Opt in? Y / N	Procured by CPS	Opt in? Y / N Election must coincide with co-locating charter school
Asset Management (quarterly inspections)	If opt-in to Maintenance Services, no Asset Management required. If opt-out of Maintenance Services, Asset Management procured by CPS.	Procured by CPS	Procured by CPS
Security Services Personnel	Opt in? Y / N	Opt in? Y <input checked="" type="radio"/> N	Opt in? Y / N
Utilities (gas, electricity, water)	If opt-in to Maintenance Services, utilities procured by CPS. If opt-out of Maintenance Services, charter must procure utility service directly from utility providers.	Procured by CPS	If opt-in to Maintenance Services, utilities procured by CPS. If opt-out of Maintenance Services, charter must procure utility service directly from utility providers.

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			Election must coincide with co-locating charter school
Information and Technology Services (LAN, WAN, Telecom)	Opt in? Y / N	Opt in? Y <input checked="" type="radio"/> N	Opt in? Y / N
Food services	Opt in? Y / N	Procured by CPS	Opt in? Y / N Election must coincide with co-locating charter school

* If opting-out of maintenance services, Landlord must approve, in writing, the use of any third party providers.

The undersigned, on behalf of KIPP One School, acknowledges receipt of the supporting materials which outline the facility service requirements for the above-named CPS facility and agrees to follow all applicable CPS standards as they relate to the services selected above. The undersigned further acknowledges that the selections made herein will be binding for the term of the Lease and that this completed form shall be an exhibit to the Lease agreement.

SIGNED: 
 Title: Chief Operating Officer
 Printed Name: Michael Salmonowicz
 Phone Number: 434-469-1445
 Date: 27 Sep 2019