

THIS AGREEMENT SHALL BE POSTED ON THE CPS INTERNET WEBSITE.

BUILDING LEASE

THIS BUILDING LEASE ("Lease") is made effective as of March 5, 2020 (the "Effective Date"), and is entered into between the Board of Education of the City of Chicago, a body politic and corporate ("Lessor" or "Board") with offices at One North Dearborn Street, Chicago, Illinois and 5410 South State LLC, an Illinois limited liability corporation ("Lessee") with offices at 11740 S. Longwood, Chicago, Illinois 60643. Lessor and Lessee are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. Lessor is the beneficial owner of certain land and improvements formerly known as Ace Tech High School and as Mary Terrell School ("School"), located at 5410 S. State Street, Chicago, Illinois, as legally described on Exhibit A attached hereto, comprised of a building consisting of approximately 60,000 rentable square feet ("Building") and including the parking lot with approximately 43 spaces (the land, improvements and parking lot are collectively referred to as the "Premises").

B. Lessor desires to lease to Lessee and Lessee has agreed to lease from the Lessor the Premises for the operation of Office space, Arts and Education Program Space, Job Training, and Business Incubation on the terms and conditions set forth herein, which terms and conditions are acceptable to Lessee.

NOW THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, Lessor hereby leases the Premises to Lessee and Lessee hereby accepts the Premises from Lessor and agrees to use the Premises on the following terms and conditions set forth herein

ARTICLE I LEASE TERM; CONDITION AND USE OF PREMISES

Section 1.1. Term. In consideration of the Rent to be paid and the terms, covenants, conditions, agreements and obligations to be performed and observed by Lessee as provided herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises described on Exhibit A, for a five (5) year term commencing on the Effective Date and ending on the last day of the fifth year from the Effective Date (the "Term"), unless extended or sooner terminated as provided herein.

Section 1.2. Option to Extend. Lessor and Lessee by mutual agreement may elect to extend the Lease for one consecutive five (5)-year extension ("Renewal Term") on the same terms and conditions set forth herein after the Term expires, provided that there is no uncured event of default by Lessee under the terms of this Lease. The Renewal Term shall be documented by a written instrument signed by both Parties.

Section 1.3. Condition of the Premises. The Premises shall be delivered to Lessee in its current "AS IS - WHERE IS" condition. Lessor shall have no obligation to make any changes, alterations or additions or perform any work relating to the environmental, physical, structural or other condition of the Premises. Lessee acknowledges that no representations or warranties regarding the physical, structural or environmental condition of the Premises have been made by Lessor or by anyone on its behalf prior to or at the execution of this Lease and the Lessee has not relied upon any such representation or warranty in connection with its inspection or any testing

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of the Premises. Lessee accepts its leasehold interest in the Premises "WHERE IS" and "AS IS." Lessor has no obligation to remove its personal property and equipment, if any, in the School Building or on the Premises prior to transferring possession of the Premises to Lessee pursuant to this Lease.

Section 1.4. Use of Premises. The Premises may not be used as a Charter School. At all times during the Term of this Lease and any extension thereof, the Premises shall be used by Lessee and by any of its sublessees, licensees, sublicensees, employees, agents, guests, permittees or affiliates ("Sublessees") for the following purposes only: Office space, Arts and Education Program Space (excluding Charter Schools), Job Training, and Business Incubation. Lessee and its Sublessees shall not commit or permit the commission of any waste in, on or about the Premises, and shall comply with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments pertaining to the condition or use of the Premises and Improvements, as defined below. No alcohol, narcotics, tobacco, or firearms are permitted on the Premises.

**ARTICLE II
RENT PAYMENT; DEFAULT INTEREST RATE**

Section 2.1. Rent. The rent ("Rent") due and owing from Lessee to Lessor for the Term of this Lease shall be as follows. The term "Rent" shall also apply to any other sums to be paid by Lessee to or on behalf of Lessor (such as Taxes, as hereinafter defined). Each Lease Year, the Rent shall increase by 2.5% compounded annually as of the first day of the Lease Year. The annual 2.5% Rent increase shall also apply to the Renewal Term.

Lease Year	Monthly Rent	Annual Rent
1	\$4,167.76	\$50,013.12
2	\$4,271.95	\$51,263.45
3	\$4,378.75	\$52,545.04
4	\$4,488.22	\$53,858.67
5	\$4,600.43	\$55,205.14

Rent shall be payable monthly in advance on the first (1st) calendar day of each month and will be prorated for any month if Lessor is unable to deliver possession of the Premises to Lessee for the entire calendar month; any overpayment of Rent will be promptly refunded to Lessee. If the first day of any month falls on a Saturday, Sunday or holiday, payment shall be due on the first (1st) business day following. Rent payments made on or after the fifth day of the month shall be considered late and are subject to additional interest charges per Section 12.2.

All Rent payments shall be made to Lessor when due and delivered to "Chicago Board of Education", 42 W. Madison Street, 2nd Floor, Chicago, Illinois 60602; Attention: Accounts Payable, or at such other address as Lessor may from time to time designate upon not less than thirty (30) days' prior written notice to Lessee.

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Section 2.2. Lessee's Expenses and Obligations; Net Lease. The Rent is intended to be net to Lessor for the Term of this Lease and any Renewal Terms. Lessee shall be responsible for the payment of all costs and expenses (including maintenance, repair and operating costs and expenses), utilities, telecommunications, and insurance and any real estate or leasehold taxes relating to the Premises that may arise or accrue during the Term or any Renewal Term. Lessee shall promptly pay to Lessor all charges for heat, gas, water, electricity or any other charges as additional Rent until such utilities are separately metered in or transferred into Lessee's name. In addition, Lessee shall be responsible, at its sole cost and expense, for obtaining any and all necessary permits, licenses or other authorizations from governmental authorities and private utilities as may be required for the lawful and proper occupancy of the Premises or any portion thereof. Lessor shall not be liable for damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Lessee to abate Rent or terminate this Lease. Notwithstanding anything to the contrary that may be contained herein, the Board shall have no obligation to utilize Board funds to fund any costs or expenses arising out of or in connection with this Lease, including without limitation the construction of Lessee's Improvements and any Subsequent Improvements and any repairs or replacements to the Premises.

ARTICLE III
TAXES

Section 3.1. Lessee Responsible for Real Estate or Leasehold Taxes. The Premises are currently exempt from real estate taxes. Notwithstanding the foregoing, if the Premises are or become subject to real estate or leasehold taxes (collectively the "Taxes"), the Taxes shall be timely paid by Lessee and not Lessor. Lessee's obligation to pay Taxes relating to the Premises and/or the Lease shall survive the expiration or termination of this Lease. "Taxes" shall mean all such real estate or leasehold taxes that may be levied or assessed against or otherwise imposed on the Premises that accrue for the period commencing on the Effective Date throughout the expiration of the Term or any Renewal Term or any earlier termination of this Lease (and any additional use or occupancy, if any, of the Premises), despite that such Taxes may be payable after such expiration or earlier termination or additional use or occupancy.

Section 3.2. Proof of Payment. Upon request from Lessor, Lessee shall promptly deliver proof of payment of the Taxes (if any) to Lessor.

Section 3.3. Right to Contest Taxes. Lessee and Lessor shall have the right to contest the amount or validity of any Taxes, by appropriate legal proceedings. This right shall not be deemed or construed in any way to relieve or modify Lessee's obligation to pay any Taxes relating to the Premises or this Lease as provided in this Article III

ARTICLE IV
IMPROVEMENTS AND ALTERATIONS; UTILITY EASEMENTS

Section 4.1. Responsibility for Property and Improvements During the Lease. Currently the Premises are improved with a School that is not in use. During the Term of this Lease and

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any Renewal Terms, the Premises and all Improvements constructed by Lessee on the Premises shall be solely the responsibility of Lessee until the Lease terminates or expires and Lessor shall have no obligation to make any changes, repairs or replacements thereto.

Section 4.2 Lessor's Consent. Lessee shall not alter, modify, improve or otherwise change the Premises, except as permitted or required under this Lease, without (i) prior written consent from Lessor's Chief Operating Officer or his/her designee, and (ii) written proof that the Premises are zoned to allow any such alteration, modification, improvement or installation of signs. Any request from Lessee to alter, modify, or improve the Premises must include drawings or a detailed written proposal of such requested changes. All such allowed alterations, modifications, improvements or changes shall be at Lessee's expense.

Section 4.3. Plans and Specifications. Lessee, at its sole cost and expense, shall provide Lessor with detailed plans and specifications for the Improvements that it intends to construct on the Premises (collectively "Lessee's Improvements"). Lessee agrees to work with Lessor and coordinate the location, construction and operation of Lessee's Improvements. Prior to any construction of Lessee's Improvements, all such plans and specifications and any amendments thereto must be approved in writing by Board's designee (the "Approved Plans"), which approval shall not be unreasonably withheld or delayed. Lessor shall have twenty (20) days after actual receipt of any of the proposed plans or changes thereto (evidenced by written receipt thereof signed by Board's designee) in which to approve any such proposed plans or changes thereto in writing. Such proposed plans or changes thereto shall be deemed approved by Lessor if Lessor has not provided written disapproval thereof to Lessee within said 20-day period. Approval of plans and specifications by Lessor shall not constitute an assumption of any responsibility by Lessor for their accuracy or sufficiency or conformity with applicable laws, and Lessee shall be solely responsible for such plans and specifications.

During the Term of the Lease or any Renewal Term, Lessee shall also obtain Lessor's prior written approval of any substantial changes or additions to the Premises or Lessee's Improvements that exceed Ten Thousand and 00/100 Dollars (\$10,000.00) or that change the structure, roof, footprint or facade of the School Building ("Subsequent Lessee Improvements"); provided however, if any such proposed Subsequent Lessee Improvements do not exceed Ten Thousand and 00/100 Dollars (\$10,000.00) and do not change the structure, roof, footprint or facade of the School Building (or if such proposed changes are required on an emergency basis in order to address life and safety issues as required by law), then Lessee shall only be obligated to notify Lessor prior to the commencement of construction for such Subsequent Lessee Improvements and shall not be required to obtain Lessor's prior written approval. All of the other requirements herein that apply to Lessee's Improvements shall also apply to Lessee's Subsequent Improvements.

The Board's designee to approve plans and specifications proposed by Lessee shall be:

Department of Facilities
Robert Christlieb, LEED AP
Director of Operations - Facilities
Chicago Public Schools

With a copy to:
Sevara Davis
Director of Real Estate
Chicago Public Schools

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E-mail: rmchristlieb1@cps.edu
Cell: 312.965.6434
Office: 773.553.3197

E-Mail: scdavis6@cps.edu
Cell: (773)251-2711
Office: 773-553-3120

For this Section 4.3, the Board may change its designee and contact information by written notice as provided herein to Lessee by e-mail.

Section 4.4. Lessee's Initial Improvements. Notwithstanding the foregoing, Lessee shall perform, at Lessee's sole cost and expense, certain initial improvements described in Exhibit B attached hereto and made a part hereof ("Lessee's Initial Improvements"). Lessor's consent to Lessee's Initial Improvements is contingent upon Lessee's submission of detailed plans and specifications and Lessor's review and approval of same. Lessee shall comply with all of Lessee's obligations hereunder with respect to the Initial Improvements.

Section 4.5. Title to the Improvements at the Expiration or Termination of the Lease. During the Term and any Renewal Term of this Lease, and always subject to its terms, the improvements ("Improvements") constructed by Lessee on the Premises shall at all times be and remain the property of Lessee and no title shall pass to Lessor; provided, that at the expiration or termination of this Lease, title to all Improvements constructed or placed upon the Premises by Lessee shall automatically transfer and vest in Lessor from and after such date without any act or the recording of any instrument on the part of Lessor or Lessee or any payment or compensation to Lessee. The Premises with Improvements shall be delivered to Lessor in a good, safe and secure condition at the termination and expiration of the Lease and as otherwise set forth in Subsection 14.1. hereof.

Section 4.6. Utility Easements. The parties acknowledge that it may become necessary or desirable to grant easements and/or licenses over, under, upon and across the Premises for the provision of gas, electricity, telephone service, cable television, Internet access, water, sewer, and other utilities to serve the Premises, or for purposes other than to provide utility services. All such easements and licenses shall be subject to the prior written consent of Lessor. If required, Lessor shall direct the City in Trust or the Public Building Commission, as applicable, which holds legal title of record to the Premises for the Board, to grant such approved easements and licenses as necessary to carry out the purposes of this Lease. All costs in connection with such easements and licenses requested by Lessee shall be borne by Lessee, including without limitation installation, hook-ups, and any changes or relocations of or to existing easements and utility lines and mechanisms that may be necessitated by Lessee's construction and occupancy of the Premises.

Section 4.7. Other Agreements and Restrictions. This Lease is subject to all easements, encroachments, covenants, restrictions of record, and restrictions not shown of record, and any other title encumbrances or defects affecting the Property (collectively "Restrictions") The Lessee shall construct the Initial Improvements and any Subsequent Improvements so as not to violate any Restrictions. Lessee acknowledges that the Lessor has not performed any title or survey work in connection with this Lease and agrees that it is Lessee's sole responsibility and obligation to confirm that the Initial Improvements and the provision of any utility services to the Premises does not interfere with any Restrictions.

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Section 4.8. Construction of Improvements. Lessee at its sole cost and expense shall construct the Improvements in accordance with the Approved Plans. Lessee agrees to carefully inspect the Premises and the property prior to commencement of construction of the Improvements to ensure that these activities will in no way damage portions of the property outside of the Premises, improvements on or surrounding the property (including without limitation the School building), or structures, utility lines or any subsurface or overhead lines or cables servicing the property. Lessee shall perform all work on the Premises in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental and insurance requirements and all applicable Laws, as hereinafter defined. All work performed by Lessee within and about the Premises shall be performed by qualified contractors. All construction shall be performed in compliance with all applicable public health and worker safety requirements, laws and regulations.

Upon the completion of Lessee's Improvements, Lessee shall deliver to Lessor a complete set of the "marked", and "as built" plans and specifications of Lessee's Improvements, and a certificate in the form of the then-current AIA certificate of the architect who prepared said plans and specifications stating that Lessee's Improvements have been completed in accordance with the final plans and specifications approved by Lessor. The certificate of the architect shall also state that Lessee's Improvements comply in all respects with the building and zoning laws of the City of Chicago applicable to the construction of Lessee's Improvements.

Section 4.9. Multi-Project Labor Agreement. The Board has entered into that certain Chicago Board of Education Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) ("PLA") with various trades regarding projects in excess of \$25,000.00, a copy of which is available on the Board's website at http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject_Labor_Agreement.pdf and by this reference made a part of this Lease. The Lessee acknowledges familiarity with the requirements of the PLA, its applicability to any alteration, remodeling, demolition or construction to be done on the Premises, and further agrees to comply with the PLA (and any amendments, modifications, or successor agreements as may be provided to Lessee or posted from time to time on the Board's website) and shall cause its personnel, sublessees, licensees, contractors and subcontractors to comply with the PLA, to the extent applicable to any alteration, remodeling or other construction that may be done on the Premises, and further agrees to comply with the PLA in all respects.

ARTICLE V

MAINTENANCE AND REPAIR; SECURITY; SIGNAGE

Section 5.1. Maintenance and Repair; Security. Lessee shall be solely responsible for the maintenance and repair (including without limitation structural, HVAC, mechanical, electrical and plumbing repairs) of the Premises (including without limitation all Lessee's Improvements and Lessee's Subsequent Improvements, if any, thereon) and shall keep the Premises and such Improvements in good condition and repair. Lessee shall, at its sole expense, maintain the

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Premises in compliance with all applicable Laws, including, without limitation, all applicable provisions of the Chicago Municipal Code. In addition, Lessee shall at its sole cost and expense,

- A. Promptly remove all accumulated snow, ice, litter and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas and entrances, remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition.
- B. Provide and pay for all custodial service, refuse and trash collection, building maintenance, landscaping, and grounds maintenance for the Premises. Lessor shall have no maintenance, repair, replacement or other duty of any kind or nature with respect to the Premises or the buildings and improvements constructed thereon.
- C. Provide and maintain security measures appropriate to protect the Premises, individuals properly present at the Premises, and the personal property located on the Premises.

Section 5.2. Signage. Lessee shall obtain the prior written consent of Lessor before erecting or installing any sign on the Premises, which consent by Lessor shall not be unreasonably withheld. Any signage shall be in compliance with all Laws and erected and maintained by Lessee at Lessee's sole expense.

**ARTICLE VI
INSURANCE**

Section 6.1. Insurance. The Lessee shall procure and maintain during the Term and any Renewal Term and shall cause those of its agents accessing or performing work on the Premises as contractors, subcontractors, or consultants, at their sole cost and expense, to procure and maintain while accessing or performing work at the Premises, the types and amounts of insurance set forth below covering the work and all permitted activities on the Premises. All insurers shall be authorized to conduct business in the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. The Lessee and its agents shall submit to the Board satisfactory evidence of insurance coverage in the form of insurance certificates and, upon request, shall promptly provide a certified copy of any applicable policy of insurance. Any claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

If Lessee authorizes, licenses, or contracts with or subleases any portion or all of the Premises to a third party, then the third party shall maintain the following kinds and amounts of insurance with respect to the Premises and name Lessee, Lessor (and the City in Trust or the PBC as their interests may appear as titleholder) as additional insureds. The same insurance requirements shall also apply to Lessee's and its Sublessee's and Licensee's contractors and subcontractors for the construction of Lessor's Improvements and Subsequent Improvements, if any, on the Premises.

Minimum insurance requirements are:

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- 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 of the Lessee's employees who are to provide services under this Agreement, with limits of not less than One Million and 00/1000 Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
- B. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, and Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate, for bodily injury, personal injury, and property damage liability. Coverage shall include but not be limited to: all operations, contractual liability, explosion, collapse, independent contractors, separation of insureds, defense, and products/completed operations (for a minimum of two (2) years following completion). General liability insurance may not exclude coverage for sexual abuse and/or molestation.
- C. **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with the Work and permitted activities performed in connection with this Agreement, with limits of not less than Two Million and 00/1000 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage.
- D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than Ten Million and 00/100 Dollars (\$10,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance and shall cover the Board and its board members, agents, officers, officials, contractors, and employees, subject to that of the Lessee's primary coverage.
- E. **Fire and Property Insurance.** All-risk Property Insurance covering Lessee's personal property and all improvements on the Premises against loss by all risks of direct physical loss or damage at replacement value.
- F. **Construction.** Lessee and Sublessee shall indemnify, defend and agree to save and hold Lessor (and the Public Building Commission of Chicago ("PBC"), City in its 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 on property owned or controlled by Lessor. Lessee and any Sublessee shall not commence any such work until Lessor has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect adequate insurance as required by Lessor's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property and builders' risk insurance. Lessee's and Sublessee's contractors and subcontractors are subject to the same requirements as Lessee in regards to additional insured, rating, notice, etc.

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- 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 the services or other work or services with limits of not less than Five Million and 00/100 Dollars (\$5,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.
- 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). When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.
- I. **Builder's Risk.** "All risk" builder's risk insurance upon the entire Lessee's and Sublessee's Improvements to the full insurable value thereof. Such insurance shall include the interests of the Board and Lessee (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in Lessee's Improvements (or Lessee's Subsequent Improvements, as the case may be) and shall insure against the perils of fire and extended coverage and shall include "all risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, right to partial occupancy, collapse, water including overflow, sewer back-up, leakage/seepage, damage to adjoining property, temporary structures, violation of ordinance and law, and fences.
- J. **Additional Insured.** Lessee and its agents shall have their Commercial General Liability Insurance, Umbrella Liability Insurance, Professional Liability Insurance, Contractor's Pollution Liability and Automobile Liability Insurance policies endorsed to provide that: "the City of Chicago, the Public Building Commission of Chicago and the Board of Education of the City of Chicago, body politics and corporate, and their respective officials, members, officers, employees and agents, and any other entity as may be designated by the Board or City are named as additional insureds on a primary basis without recourse or right of contribution from the Board, City or PBC".
- K. **Insurance Certificate.** The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above prior to any entry onto the Property. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago

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42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Fax No: (773) 533-3326
Email: riskmanagement@cps.edu

- L. Waiver of Subrogation.** Each such policy required herein shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Lessor, City, PBC, and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Lessor, City, PBC, and such other additional insureds.
- M. General.** Lessor reserves the right to modify, delete, alter or change insurance requirements in a commercially reasonable manner at any time and from time to time.

The Board reserves the right to obtain copies of insurance policies and records from Lessee's and Sublessee's agents at any time upon written request. Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Lessee's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board 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 Lease requirements. Lessee's failure to carry or document required insurance shall constitute a breach of this Lease. In the event Lessee fails to fulfill the insurance requirements of this Lease, the Board reserves the right to require the cessation of any activities of Lessee or any Sublessee and their contractors on the Premises until proper evidence of insurance is provided, or this Lease may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Lessee and its Sublessee and their agents. Any insurance or self-insurance programs maintained by the Board of Education or the City in Trust or PBC in their capacity as titleholder do not contribute with insurance provided by Lessee or any Sublessee under this Lease.

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

Lessee, and any Licensee and Sublessee, must register with the insurance certificate monitoring company designated by the Board below, and must maintain a current insurance certificate on file during the Term. Lessee, and any Licensee and Sublessee, must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to accessing the Property or performing any of the permitted activities under this Agreement. The initial annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year but is subject to change.

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

Certificate Monitoring Company.
Toplary Communications Inc.
211 W. Wacker - Suite 220
Chicago, IL 60654
Phone: (312) 494-5709
Email - dans@toplarycomm.net

The website for online registration, insurance certificate submissions and annual fee payments is: URL - <https://www.cpsvendorcert.com>

**ARTICLE VII
LIENS; LESSOR'S PARAMOUNT TITLE**

Section 7.1. Covenant Against Liens. Lessee and any Sublessee or Licensee shall not cause or permit any lien or encumbrance, including by operation of law or otherwise, to attach to or be placed upon the Board's title or interest in the Premises. All liens and encumbrances created by Lessee, Licensee or Sublessee shall attach to their interest only. In case of any such lien attaching, Lessee, Licensee and any Sublessee shall immediately pay and discharge such lien or furnish security or indemnify the Board in a manner satisfactory to the Board, in its sole discretion, to protect the Board against any defense or expense arising from such lien. Except during any period in which Lessee, Licensee or Sublessee appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Lessee, Licensee or Sublessee shall immediately pay any judgment rendered against it, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Lessee or Sublessee fails to pay and remove any lien or contest such lien in accordance herewith, the Board, at its election, may pay and satisfy same, and Lessee, Licensee and Sublessee shall reimburse all sums so paid by the Board within thirty (30) days of demand.

Section 7.2. Lessor's Title. Lessor's title is and shall always be paramount to the title of Lessee, and nothing herein contained shall empower Lessee to do any act which can, shall, or may encumber the title of Lessor.

Section 7.3. Consent for Leasehold Encumbrances. Lessee shall not, without Lessor's prior written consent which, in each instance, may be withheld at the sole discretion of Lessor: (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

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any transfer of, or any lien upon, Lessee's interest in this Lease by operation of law or otherwise; or (ii) grant any other interest in the Premises to any third party, provided, however, Lessee may sublet or license the Premises in accordance with the terms set forth in Section 8.1.B. below.

ARTICLE VIII
ASSIGNMENTS, SUBLEASES AND LICENSES

Section 8.1. Assignment, Subletting or Licenses by Lessee.

- A. Except as specifically permitted in this Lease, Lessee shall not transfer, assign, sublet, license or mortgage Lessee's rights under this Lease.
- B. So long as no Event of Default shall have occurred and be continuing and with Lessor's prior written consent and approval (acting by and through Lessor's Chief Operating Officer or his designee), which consent and approval may not be unreasonably withheld, Lessee may: (i) sublet the Premises or any part thereof; or, (ii) permit the use of the Premises by any parties other than Lessee, its agents and employees, provided that any such agreements shall not release the Lessee from its obligations under this Lease and the Premises are used for purposes set forth in Section 1.4 above. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency or reorganization proceedings. Lessee shall give Lessor written notice of any proposed assignment or subleasing, which notice shall contain the proposed principal terms and identity of the proposed sublessee or assignee. Lessor shall have thirty (30) days from receipt of such notice and disclosure of terms to approve or reject the proposed sublease or assignment and in the case of an assignment, the Parties and assignee shall enter into a written assignment and assumption agreement. Lessor shall have the option to cancel the Lease or to receive additional compensation in the case of a proposed assignment or a proposed subleasing of all or substantially all of the Premises to a single entity or individual. All proposed sublessees and assignees shall provide Lessor with a list of the names and identities of its owners and managing members and their percentage ownership and control.
- C. The terms and conditions in this Lease shall apply to all of Lessee's Sublessee's, assignees, licensees, sublicensees, permittees and affiliates the same as Lessee.

ARTICLE IX
CONDEMNATION OR ZONING CHANGE

Section 9.1. Condemnation or Zoning Change. If, during the Term or any extension thereof (i) all of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or shall be sold to a condemning authority under threat of condemnation, or (ii) if a portion of the Leased Premises is so taken or sold so that the remaining portion of the Leased Premises cannot, after restoration, be economically used by Lessee for the purpose intended (as determined in good faith by Lessor, giving due consideration to all of the facts and circumstances, including, but not limited to,

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Lessee's preference to continue or discontinue its operation), then this Lease shall, at the option of the Lessor, terminate and the Rent shall be abated during the unexpired Term of this Lease, effective as of the date of taking or zoning change, as the case may be, and the Board shall be entitled to receive the entire award without apportionment with Lessee.

ARTICLE X
DAMAGE TO THE PREMISES

Section 10.1. Restore or Demolish. If all or any significant portion of the Premises shall be damaged or destroyed by a casualty (i.e. more than twenty-five percent (25%) of the Premises is untenable as a result of such damage), Lessee may either restore the Premises to its previous condition or elect not to restore the Premises. Lessor shall not be obligated to provide any funding to restore the improvements or buildings on the Premises. Lessor shall have the right to demolish the improvements and buildings on the Premises at Lessee's expense if Lessee does not restore the buildings or improvements pursuant to a mutually agreeable schedule. If Lessee elects to restore the Premises, said restoration shall be completed pursuant to a mutually agreed schedule and in any event no later than 180 days after the occurrence of the damage or destruction (or such extended time as Lessor may consent to in writing if Lessor determines in its sole discretion that Lessee is diligently continuing to complete such restoration and same cannot be completed within 180 days). If Lessee fails to complete the restoration within such time frame, Lessor may terminate this Lease upon thirty (30) days written notice to Lessee. In the event any such damage (not caused by the negligence or misconduct of the Lessee, its Sublessees, Licensees, their employees, agents, contractors, invitees, permittees, or affiliates renders the Premises untenable and if this Lease shall not be terminated by reason of such damage, then the Rent shall abate during the period beginning with the date of such damage and ending with the date when the Premises are again rendered tenable but for no more than 180 days from the date of damage or destruction. Lessee shall obtain and carry business interruption insurance in an amount sufficient to cover rent for periods the Premises are not tenable. If the damage or destruction is due to Lessee's or its Licensee's or Sublessee's employees, agents, invitees, permitted or their affiliates negligence or misconduct the rent shall not abate.

Section 10.2. Termination of Lease. If Lessee elects not to restore the buildings and improvements on the Premises, at Lessor's request Lessee at its expense (and unless otherwise directed in writing by Lessor) shall promptly demolish any existing improvements including any subgrade components and foundations and lawfully dispose of all demolition material and debris and this Lease shall terminate upon the clearance of the Premises and restoration of same to a safe condition reasonably acceptable to Lessor.

ARTICLE XI
INDEMNIFICATION BY LESSEE

Section 11.1. Indemnification by Lessee. Lessee shall indemnify, defend and hold harmless Lessor (and any titleholders of record, including the City of Chicago ("City") and the Public Building Commission of Chicago ("PBC"), as the case may be), and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, (collectively "Indemnified Parties") from and

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against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees (collectively, the "Claims"), arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises by Lessee; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Lessee; (iii) a violation of any laws, statutes, codes, ordinances or regulations, including without limitation environmental laws and regulations, by Lessee; and/or (iv) any breach, default, violation or nonperformance by Lessee of any term, covenant, condition, duty or obligation provided in this Lease. As used in this Section, the term "Lessee" shall include Lessee's and its Licensee's, Sublessee's, their employees, agents, contractors, subcontractors, invitees, permittees, affiliates and other representatives, if applicable. This indemnification, defense and hold harmless obligation shall survive the expiration of the Term or earlier termination of this Lease.

**ARTICLE XII
DEFAULTS AND REMEDIES**

Section 12.1. Lessee Default. The occurrence of any one or more of the following events shall constitute a default by Lessee under this Lease and, subject to the rights to cure set forth below shall be deemed an "Event of Default" hereunder:

A. Lessee defaults in the payment of any Rent or any other sum when due, and such default shall continue for a period of twenty (20) days after Lessor's written notice thereof to Lessee;

B. Lessee defaults in the performance or observance of any other covenant, obligation, condition or agreement hereunder to be kept, observed or performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee, unless such default cannot be cured within such thirty (30) day period, if the Lessee, prior to the expiration of thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default, the time within such failure may be cured shall be extended for such period as may be reasonably necessary to complete the curing of same with diligence and does so cure such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and to enforce all of its right and remedies hereunder for any other default not so cured.

C. Lessee makes an assignment for the benefit of creditors or shall file a petition in bankruptcy or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within ninety (90) days thereof or the interest of Lessee under this agreement shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee for the interests of Lessee under this agreement, and such appointment has not been vacated within ninety (90) days thereafter; or

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D. Lessee vacates, abandons and permits to remain vacant and unoccupied the Premises for a period of 60 consecutive days without the prior written consent of Lessor.

Section 12.2. Lessor's Remedies. If an Event of Default shall have occurred and be continuing, Lessor may at any time, and without limiting Lessor in the exercise of any other right or remedy provided at law or in equity or elsewhere herein, exercise any one or more of the following remedies:

A. **Re-Entry and Termination.** Lessor may, at its election, terminate this Lease and reenter the Premises pursuant to due process of law, expel, remove and put out, Lessee and all persons occupying said Premises under Lessee, using such force as may be necessary in so doing, and again to repossess and enjoy the Premises, and all Rents theretofore paid by Lessee shall be the sole property of Lessor.

B. **Late Charges.** If Lessee defaults in any payment of Rent when due under this Lease, such payments shall be considered late and shall: (a) be subject to a late charge of ten percent (10%) of the Rent due for the month in which Rent was paid late; or at Lessor's option: (b) bear interest, on a compounded basis, at a rate equal to the lesser of (i) one and a half percent (1½ %) per month, or (ii) the maximum rate allowed by law (the "Default Interest Rate")

Section 12.3. Lessor's Right to Cure. If the Lessee is in default of its obligations under this Lease, Lessor may (but shall not be obligated to), cure the default and Lessee shall pay to Lessor upon being billed for same, as additional Rent, a sum of money equal to all amounts expended by Lessor in curing such default together with interest at the Default Interest Rate accrued from and after any such disbursements made by Lessor.

ARTICLE XIII COMPLIANCE WITH LAWS; PERMITS AND REGULATIONS

Section 13.1. Compliance with Laws. For the purpose of this Section 13.1, "Lessee" shall include Lessee, it sublessee's, licensee's and their agents, employees, contractors, subcontractors, invitees, members and guests. Lessee shall, at all times during the Term, and any renewal thereof, comply with all applicable federal, state, county and municipal, statutes, laws, ordinances, and regulations relating to this Lease, including Lessee's use, occupancy, construction, and maintenance of the Premises, in effect now or which may hereafter be in force and as amended from time to time. Without limiting the generality of the foregoing, Lessee shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the Premises and any work performed by Lessee therein, any Environmental Laws (Federal, State, County, City or Municipal Authority) applicable to the Premises including, without limitation, any NFR Letters or requirements of the United States Protection Agency ("USEPA"), the Illinois Environmental Protection Agency ("IEPA") and public health and safety laws of the City of Chicago and Illinois Departments of Public Health ("IDPH"). As used herein, "Environmental Law" means any applicable federal, state or local environmental,

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health or safety, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter as now or at any time hereinafter in effect. The foregoing are collectively referred to as the "Laws". Further, Lessee is and shall remain in compliance with all applicable Board rules and policies currently in effect and as may be amended. Board rules are available at <https://www.cpsboe.org/rules> and policies are available at [https://www.cps.edu/About CPS/Policies and guidelines/Pages/Policiesandguidelines.aspx](https://www.cps.edu/About%20CPS/Policies%20and%20guidelines/Pages/Policiesandguidelines.aspx).

Lessee shall not permit the Premises, or any portion thereof, to contain, be used to store or otherwise used to generate, treat or handle in any manner hazardous substances, including asbestos, except as permitted and in compliance with all environmental and public health and safety laws.

Section 13.2. Permits and Regulations. Lessee shall be responsible for securing, at its sole expense, all zoning, occupancy, building, sign permits, and other approvals and permits necessary to use, occupy, improve or alter the Premises for the Use stated herein.

**ARTICLE XIV
SURRENDER OF PREMISES**

Section 14.1. Surrender of Premises. Upon termination of this Lease, by lapse of time or otherwise, Lessee shall surrender the Premises to Lessor on the expiration date (or earlier termination date) free and clear of all tenancies and occupancies and free of all liens, encumbrances or restrictions. Lessee shall surrender the Premises with any Improvements, if any, in a good, safe, and secure condition, reasonable wear and tear excepted, and shall remove Lessee's trade fixtures, furnishings and other personal property, provided that such removal shall occur on or before the expiration date (or earlier termination date) and not damage or injure the Improvements or Building.

**ARTICLE XV
QUIET ENJOYMENT**

Section 15.1. Quiet Enjoyment. Lessor covenants that Lessee, upon paying the Rent and all other charges required to be paid by Lessee hereunder and performing, observing and keeping all of the terms, covenants, conditions, agreements and obligations of this Lease on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or interference of anyone claiming by, through or under Lessor, subject, however, to the provisions of this Lease.

**ARTICLE XVI
LIMITATION OF LIABILITY**

Section 16.1. Limitation of Liability. No Board member, employee, trustee, officer, director, official or agent of Lessor, shall be personally liable for Lessor's performance under this Lease, it being acknowledged that Lessee's exclusive rights and remedies hereunder shall be limited to Lessor's interest in this Lease and the Premises pursuant thereto. No deficiency judgment or

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liability shall be sought or obtained against Lessor, or any of its Board members, employees, trustees, officers, directors, officials or agents for any amount or obligation due under this Lease.

**ARTICLE XVII
NOTICES**

Section 17.1. Manner of Providing Notices. Except as otherwise provided, all notices required hereunder shall be in writing and shall be deemed properly served (i) when delivered at the address set forth below for such addressee by hand delivery, or (ii) one day after deposit with a reputable overnight courier service providing delivery receipts, delivery charges prepaid, or (iii) three days after deposit in the U.S. mail if sent by certified or registered mail, postage prepaid, return receipt requested, in each case, to the parties at the following addresses:

If to the Lessor:

Board of Education of the City of Chicago
42 W. Madison Street – 3rd Floor
Chicago, Illinois 60602
Attention: Chief Operating Officer

with copy to:

Board of Education of the City of Chicago
42 W. Madison Street – 2nd Floor
Chicago, Illinois 60602
Attention: Director of Real Estate

and to:

Board of Education of the City of Chicago
1 N. Dearborn 9th Floor
Chicago, Illinois 60602
Attention: General Counsel

If to Lessee:

5410 South State, LLC
11740 S. Longwood
Chicago, IL 60643

with a copy to:

Adrian P. Zeno
Zeno Law Office, P.C.
401 S. LaSalle Street, Suite 801-P
Chicago, IL 60605
Zenolawoffice.com

Section 17.2. Changes of Address or Addressee. By notice complying with the requirements of Section 17.1 above, each party shall have the right to change the address or addressee, or both, for all future notices and payments to such party.

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ARTICLE XVIII
RIGHT TO INSPECT; KEYS

Section 18.1. Right to Inspect. Lessee agrees to permit Lessor and the authorized representatives of Lessor, at reasonable times (including without limitation during construction of Lessee's Improvements and Subsequent Improvements, if any) and upon reasonable prior written notice, to enter upon any portions of the Premises for the purposes of inspecting the same to assure Lessee's compliance with the provisions of this Lease.

Section 18.2. Keys. Lessor shall have the right to retain keys to the locks on the entry doors to the Premises and all interior doors at the Premises. At Lessor's option, Lessor may require Lessee to obtain all keys to door locks at the Premises from Lessor's locksmith and only use Lessor's locksmith to change locks at the Premises. Lessee shall pay locksmith's standard charge for all keys and other services obtained.

ARTICLE XIX
HOLDING OVER

Section 19.1. Holding Over. If Lessee remains in possession of the Premises after the expiration or termination of this Lease, Lessee shall pay to Lessor one hundred ten percent (110%) of the Rent (the "Holdover Rate") for each month or portion thereof for which Lessee shall retain possession of the Premises or any part thereof. At the option of Lessor, expressed in a written notice to Lessee and not otherwise, such holding over shall constitute either (i) a month-to-month tenancy upon the applicable terms and conditions set forth herein, or (ii) a tenancy at sufferance. If no such notice is served, then a tenancy at sufferance shall be deemed created the Holdover Rate.

ARTICLE XX
MISCELLANEOUS PROVISIONS

Section 20.1. Partial Invalidity. If any term or provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Lease to the greatest extent not prohibited by law.

Section 20.2. Remedies Not Exclusive. No remedy herein or otherwise conferred upon or reserved to either party, shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to such party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of either party to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

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Section 20.3. Waiver. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. ~~The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding~~ breach by Lessee of any provision hereof, failure of Lessee to pay rent so excepted. No acceptance by Lessor of partial payment of any sum due from Lessee shall be deemed a waiver by Lessor of its right to receive the full amount due, not shall any endorsement or statement of any check or accompanying letter from Lessee be deemed an accord and satisfaction. No provision of this Lease affecting the rights, duties, powers or obligations of party may be waived, changed, amended, modified or discharged without their prior written consent.

Section 20.4. Article and Section Headings. The headings, titles and captions of this Lease are inserted only as a matter of convenience and reference and in no way define, extend, limit or describe the scope or intent of this Lease.

Section 20.5. Executed Counterparts. 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.

Section 20.6. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois (without reference to conflicts of laws principles or choice of law doctrine). The parties agree that they are subject to the jurisdiction of the state and federal courts located in Cook County with respect to matters arising under this Lease or affecting the Premises and venue is proper and solely shall be in Cook County, Illinois.

Section 20.7. Weekends and Holidays. Whenever the date for the performance of any term, condition, obligation, covenant, agreement or provision required or provided under this Lease falls on a Saturday, Sunday or legal holiday in the jurisdiction in which the Premises are located, such date shall be extended to the next succeeding Business Day.

Section 20.8. Successors and Assigns. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of the successors and permitted assigns of the respective parties hereto.

Section 20.9. Plurals; Gender. Whenever used in this Lease, the singular number shall include the plural; the plural, the singular; and the use of any gender shall be applicable to all genders.

Section 20.10. Time of Essence. Time is of the essence with respect to this Lease and each and every term, condition, obligation, covenant agreement or provision contained herein.

Section 20.11. Entire Agreement and Amendment. This Lease contains the entire agreement between the parties hereto. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. All attached exhibits are incorporated into and made

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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.

Section 20.12. Inspector General. Each party to this Lease shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education shall have the authority to conduct certain investigations and shall have access to all information and personnel necessary to conduct those investigation.

Section 20.13. Conflicts. This Lease shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Section 20.14. Indebtedness. The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part hereof.

Section 20.15. Ethics. The Board's Ethics Code adopted May 25, 2011 (11-0525-P02), as amended from time to time, shall be incorporated into and made a part hereof. Lessee agrees to comply with the Ethics Code.

Section 20.16. Force Majeure. Neither Party shall be considered in default of its obligations to be performed hereunder, other than for payment of money, if delay in the performance of such obligations is due to causes beyond its control, by reason of (i) strikes, lockouts or other labor troubles which cannot be mitigated or managed by the Party claiming relief, (ii) the inability to procure materials and such inability cannot be mitigated through the substitute of alternate materials, (iii) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, (iv) riot, war, insurrection or other national or local emergency, (v) accident, flood, fire or other casualty, (vi) unusually adverse weather conditions not typically encountered in the Chicago Metropolitan region, (vii) terrorist acts, (viii) epidemics, (ix) freight embargoes, and (x) natural disasters ("Force Majeure"). In such event, performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 20.17. Broker's Commissions. Lessor has not engaged and shall not be responsible for any brokerage commissions with respect to this Lease or any sublease or transaction relating to the Premises. Lessee represents to Lessor that it has engaged CBRE as its broker in connection with its sublease to the University of Chicago. Lessee shall be solely responsible for paying any brokerage commissions or fees related to any broker engaged by the Lessee in connection with this transaction and any sublease and shall indemnify and hold harmless Lessor from all damages, liability and expense (including reasonable attorney's fees) arising from any claims or demands of any brokers or finders for any commission alleged to be due such broker related to negotiation of this Lease or any sublease or license for the Premises.

Section 20.18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

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Illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

~~Section 20.19. Contingent Liability. Any expenditure of the Board, if any, is deemed a contingent liability subject to appropriation.~~

Section 20.20. Freedom of Information Act. Lessee acknowledges that this Lease and all documents submitted to the Board related thereto are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Lease is subject to reporting requirements under 105 ILCS 5/34-220. Lessee further acknowledges that this Lease shall be posted on the Board's Internet website.

Section 20.21. Minimum Wage. Lessee must comply with the Board's Minimum Wage Resolution (14-1217-RS2), as may be amended, and any applicable regulations issued by the Board's Chief Procurement Officer. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf.

Section 20.22. Debarment and Suspension. Lessee has completed Lessor's CPS Real Estate Disclosure Form. Lessee certifies, to the best of its knowledge and belief, after due inquiry, that:

A. It, its principals, or its subcontractors who perform work in connection with operations relating to this Lease or the Use under the Lease are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E].

B. It, its principals, or its subcontractors who perform work in connection with operations relating to this Lease or the Use under the Lease 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; and

C. It, its principals, or its subcontractors who perform work in connection with operations relating to this Lease or the Use under the Lease have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

"Principals" for the purposes of this certification means officers; directors, owners; partners; persons having primary management or supervisory responsibilities within a business entity, and, if a joint venture is involved, each joint venture member and the principals of each such member.

In performing any its obligations hereunder, Lessee shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (08-1217-PO1), as amended.

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Section 20.23. Prohibited Acts. Lessee represents and warrants to Lessor that within the three (3) years prior to the effective date of the Lease, Lessee or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

Section 20.24. Air and Roof Rights. No rights to light or air over the Premises are granted to Lessee by this Lease. Lessee shall not have the right to use the roof of the School for any purpose without the prior written approval of the Lessor. Lessor expressly reserves exclusively to itself the right to use the roof.

Section 20.25. Authority. The individual officers, agents, members, managers and employees of the parties hereto who execute this Lease do hereby individually represent and warrant that they have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

Section 20.26. Joint and Several Liability. If there are multiple Lessees, they shall be jointly and severally liable for each obligation contained in this Lease Agreement, including the payment of Rent. Each Lessee shall be considered the agent of the other. In the event the Lease is breached by a Lessee, the Lessor reserves the right to cancel and terminate the entire Lease and to require all Lessees to vacate the Premises upon entry of a Court Order.

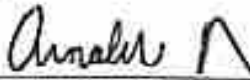
SIGNATURES APPEAR ON THE NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto have executed this as of the date and year first set forth below.

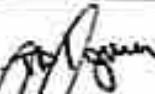
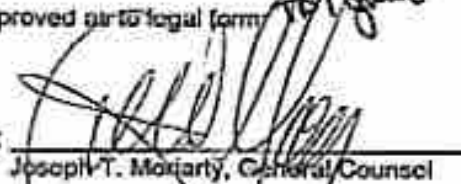
LESSOR:

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

By: 
Arnaldo Rivera
Chief Operating Officer

Date: 3/5/20

COO Report No: 20-0228-COO


Approved per legal form 
By: 
Joseph T. Moriarty, General Counsel

EXHIBITS:

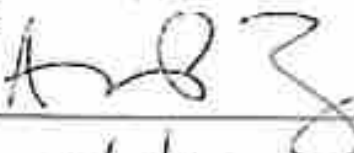
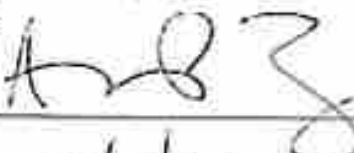
- A Premises
- B Lessee's Initial Improvements and First Floor Plan

LESSEE:

5410 South State LLC, an Illinois limited
liability corporation

By: 
Title: President

Date: 3/1/2020

Attest: 
By: 

Date: 03/01/2020

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**EXHIBIT A
PREMISES**

COMMON ADDRESS: 5410 S. State Street, Chicago, Illinois
PIN: 20-00-423-091 and 002

LEGAL DESCRIPTION: Ace Tech High School (formerly Mary C. Terrell)

Lots 1 to 8, both inclusive, and Lots 27 to 43, both inclusive, in Block 1 in Coburn's Addition to Chicago, being a Subdivision of the South 598.25 feet of that part of the South East quarter of the South East quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois, and vacated alley, vacated by Ordinance passed May 11, 1962, recorded June 28, 1962 per Document Number 18518337, and excluding the South 16' of Lot 8 opened for alley purposes pursuant to Document No. 18512301.

EXHIBIT B
LESSEE'S INITIAL IMPROVEMENTS

<p>Phase 1 Gym and Partial 1st Floor Halls/Room; Painting, Carpentry, Electric, Plumbing, Flooring, Overhead Door</p>	<p>Phase 2 Floor 1 Balance of Interior Spaces, Painting, Carpentry, Electric, Plumbing, Flooring</p>	<p>Phase 3 Floor 1 Courtyard, Floor 2 Interiors, Painting, Carpentry, Electric, Plumbing, Flooring</p>	<p>Phase 4 Floor 3 Interiors: Painting, Carpentry, Electric, Flooring, Plumbing</p>
<p>Renovate gymnasium with retractable door access for university use Install overlay plywood flooring for regular use of lift and other automated devices on existing gym subfloor Upgrade existing restrooms to be adult sized fixtures and updated finishes Update flooring, paint, and electric in partial first floor section</p>	<p>Remainder of first floor semi-circle for University space Partition into office hallway Floor 1 classroom conversion to offices and meeting spaces Update restrooms with new porcelain and partitions New paint and epoxy for rest rooms Update rooms and halls with new paint and floorings Update electric to insure working lighting and outlets</p>	<p>Floor 2 classroom conversion to offices, meeting spaces and hallways Courtyard update to include plantings, seating, and more Update rest rooms with new porcelain and partitions New paint and epoxy for restrooms Update rooms and halls with new paint and flooring Update electric to insure working lighting and outlets</p>	<p>Floor 3 classroom conversion to offices, meeting spaces, and hallways Update rest rooms with new porcelain and partitions New paint and epoxy for restrooms Update rooms and halls with new paint and flooring Update electric to insure working lighting and outlets</p>

