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LEASE AGREEMENT

FOR

5300 N. BROADWAY STREET, CHICAGO, ILLINOIS 60612

BETWEEN

SHOPPING CENTER BF, LLC, AS LANDLORD

AND

THE BOARD OF EDUCATION OF THE

CITY OF CHICAGO,

AS TENANT

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LEASE AGREEMENT
FOR 5300 N. BROADWAY STREET, CHICAGO, ILLINOIS BETWEEN
SHOPPING CENTER BF, LLC, AS LANDLORD, AND THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO, AS TENANT

THIS LEASE AGREEMENT ("Lease") is made effective as of September 1, 2019 ("**Effective Date**") between **SHOPPING CENTER BF, LLC**, an Illinois limited liability corporation ("**Landlord**") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("**Tenant**").

RECITALS

A. Landlord is the owner of certain real estate and a shopping center commonly known as the "Broadway Festival", located at 5300 N. Broadway Street, Chicago, Illinois ("Property") which is improved with a 27,379 square foot building ("**Building**").

B. Landlord desires to lease to Tenant space in the Building comprised of approximately 8,625 rentable square feet known as Unit #10, as depicted on the floor plan attached hereto as Exhibit A and incorporated herein by reference ("**Premises**") and four (4) designated reserved parking spaces, as depicted on the site survey attached hereto as Exhibit C, in accordance with the terms and conditions set forth herein .

C. Tenant desires to lease the Premises to house the pre-kindergarten classrooms for Helen Peirce International Studies Elementary School ("**Peirce School**"), located at 1423 W. Bryn Mawr Avenue, Chicago, Illinois, and other area elementary schools, in accordance with the terms and conditions set forth herein, which terms and conditions are acceptable to Tenant.

AGREEMENT

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

1. **GRANT/TERM.** Landlord hereby leases to Tenant and Tenant hereby accepts the Premises for a term of ten years ("**Term**"). The Term shall begin on the Delivery Date, as defined below. The Term shall end ten years thereafter. If the Delivery Date is a date other than the first day of the month, then the Term shall terminate on the last day of the full 120th month thereafter. Tenant shall also have the right to use the common areas of the Building, four (4) reserved parking spaces in the parking lot located on the property which location may be designated and changed by mutual agreement of the parties from time to time, general outdoor parking and any amenities in the common areas. Tenant's four (4) reserved parking spaces shall not be tandem spaces and must be directly accessible and meet all other local, state and federal requirements for a legal parking space. It is understood by all parties that parking is provided to Tenant and Tenant's

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invitees at no charge whatsoever and no portion of the Rent shall be attributable to the use of the parking areas for any reason.

2. **RENEWAL OPTIONS.** The Board shall have the right to renew this Lease for two (2) additional five (5) year periods upon the same terms and conditions. Tenant shall notify Landlord of such intent in writing at least Two Hundred Seventy (270) days prior to the last day of the then current Lease Term.

3. **USE.** To provide classrooms and office space for school purposes, including, but not limited to pre-kindergarten and early childhood education classes and other related uses as described in the floor plan for Tenant's sole and exclusive use ("Use").

4. **RENT.**

4.1 **Base Rent.** In consideration of the leasing of the Premises as set forth herein, Tenant covenants and agrees to pay to Landlord, as base rent for the Premises ("**Base Rent**"), the following amounts based upon \$20 per square foot per year with a 2.25% annual increase on Base Rent during the Term and any renewal term, if options exercised:

Lease Year	Annual Base Rent	Monthly Base Rent	
1	\$172,500.00	\$14,375.00	Term began 7/1/2021
2	\$176,381.25	\$14,698.44	
3	\$180,349.83	\$15,029.15	LY 3 began 7/1/2023
4	\$184,407.70	\$15,367.31	
5	\$188,556.87	\$15,713.07	
6	\$192,799.40	\$16,066.62	
7	\$197,137.39	\$16,428.11	
8	\$201,572.98	\$16,797.75	
9	\$206,108.37	\$17,175.70	
10	\$210,745.81	\$17,562.15	Term ends 6/30/2031

Tenant's obligation to pay Base and Additional Rent shall commence one month after the Rent Commencement Date as defined in Paragraph 4.3 below.

4.2 **Additional Rent.** Tenant shall pay Landlord, as additional rent hereunder, in advance on a monthly basis one-twelfth (1/12th) of its estimated proportionate share of the annual real estate taxes, common area maintenance as defined in paragraph 5.3 below and insurance expenses (collectively referred to as "**Additional Rent**"). The parties agree that the present gross rentable area of the Building is twenty-seven thousand three-hundred eighty_(27,380)_____ square feet and of the Premises is 8,625 rentable square feet and that the Tenant's proportionate share for purposes of Additional Rent is _thirty-one point five_(31.5)____%. For the first year of the Term, the Additional Rent is estimated to be \$10.00 per square foot. Tenant shall have the right, at its

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sole cost, to measure the rentable area of the Building and the square footage of the Premises within one (1) year from the Delivery Date. The Building shall be measured from the exterior face of all exterior walls and the Premises shall be measured from the exterior face of any exterior walls and to the centerline of any common walls. Tenant shall notify Landlord of any discrepancy between its measurements and those contained herein, including providing Landlord with a written copy of its measurement report. If Landlord does not dispute Tenant's measurements within five (5) days from receipt of the Tenant's measurement, Tenant's measurements shall be deemed accepted by Landlord and all Rent payments shall be adjusted accordingly, including reconciling any Rent payments made prior to Tenant's measurements within thirty (30) days from Landlord's acceptance of Tenant's measurements. If Landlord disputes the measurement of Tenant, Landlord shall notify Tenant within five (5) days after receipt by Landlord of such measurement. Landlord shall then have fifteen (15) days to measure the Building and the Premises, at its sole cost, using the procedures set forth herein. If Landlord's measurements are contrary to Tenant's measurements, both parties and their representatives shall meet in good faith within fifteen (15) days of Landlord's measurement of the Building and Premises and try to reach agreement on the measurements. If the parties cannot reach agreement within such period, the parties shall in good faith select an independent architect (the "**Resolution Architect**") to measure the Building and the Premises. The measurement of the Resolution Architect shall be final and binding on all parties and all Rent payments shall be revised and reconciled as provided above. Tenant and Landlord shall each be responsible for one-half of the fees and costs payable to the Resolution Architect.

Landlord shall keep or cause to be kept accurate books and records showing all of the categories included in Additional Rent for each calendar year, including tax and assessment bills. Tenant or its representative shall have the right, upon request, to examine copies of Landlord's books and records relative to the Additional Rent to be charged to Tenant at Landlord's office or such other place as Landlord may designate in the city of Chicago during normal business hours. Tenant shall give Landlord written notice of exception to any such charge.

If Tenant takes exception to the calculation of the Additional Rent for any calendar year of the Term, Tenant shall have the right to examine and audit the records supporting such calculations. Such right to examine and audit may not be exercised by Tenant more than one (1) time in any calendar year. Tenant may engage the services of any consultant to make its own review of Landlord's calculation of Additional Rent. The cost of Tenant's consultant shall be borne solely by Tenant except as set forth below. If Landlord and Tenant agree or if there is a judicial determination that the Additional Rent has been overstated by Landlord, then Landlord shall recalculate the Additional Rent and promptly pay to Tenant any overpayment. If Landlord and Tenant agree or if there has been a judicial determination that the Additional Rent has been overstated by more than 3%, Landlord shall also pay the reasonable, actual, out-of-pocket costs of Tenant's consultant.

Landlord shall from time to time deliver to Tenant a written notice ("**Projection Notice**") setting forth Landlord's reasonable estimates, forecasts or projections (collectively, the "**Projections**") of Additional Rent with respect to the current calendar year. On or before the first

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day of the next calendar month following Landlord's service of a Projection Notice, and on or before the first day of each month thereafter, Tenant shall pay to Landlord, on account, one-twelfth (1/12th) of the amount of Tenant's Proportionate Share of the Projections as shown in the Projection Notice. In each calendar year and within thirty (30) days of Landlord's receipt of the second installment of the real estate tax bill, and no later than April 30 for CAM (as defined below) and insurance for such calendar year, Landlord shall notify Tenant in writing of Tenant's Proportionate Share of the real estate tax and CAM expenses, respectively ("**Actual Notice**"). If Tenant's Proportionate Share of such expenses exceeds the respective amounts paid for such calendar year by Tenant, Tenant shall, within thirty (30) days after the date of Landlord's Actual Notice pay to Landlord an amount equal to such excess. If the amounts paid for such calendar year by Tenant exceed Tenant's Proportionate Share of such expenses, then Landlord shall credit such excess to Rent payable after the date of Landlord's Actual Notice until such excess has been exhausted. If this Lease shall expire prior to full application of such excess, Landlord shall pay to Tenant the balance not theretofore applied against Rent and not reasonably required for payment of Additional Rent for the calendar year in which the Lease expires.

4.3 **Payment.**

The term "**Rent**" as used in this Lease shall include Base Rent and Additional Rent as set forth above and any other payments which may be due from Tenant to Landlord under the terms of the Lease. Tenant's obligation to pay Rent shall commence one month after the Rent Commencement Date. Base and Additional Rent shall be abated for a period of thirty (30) days from the Rent Commencement Date. As used in this Lease, "**Rent Commencement Date**" shall mean the earlier of (i) 180 days from the Delivery Date or, (ii) the date Tenant opens and uses the Premises for the Use. "**Delivery Date**" shall mean ten (10) days from the date that the Landlord has substantially completed Landlord's Work described on Exhibit B and delivered the Premises to the Tenant. Landlord's work shall not be deemed substantially completed unless accepted in writing by Tenant, such acceptance not to be unreasonably withheld. The date of Tenant's written acceptance shall be considered the Delivery Date. Rent shall be payable monthly in advance within 30 days from receipt by Tenant of an email invoice from Landlord, sent to invoices@cps.edu, containing the Rent due and will be prorated for any month where Tenant does not occupy the Tenant Premises for the entire calendar month; any overpayment of Rent will be promptly refunded to Tenant. If the Rent payment date falls on a Saturday, Sunday or holiday, payment shall be due on the first (1st) business day following.

All Rent payments shall be made to Landlord when due to such address as set forth in Section 25 of this Lease, or at such other place as Landlord may from time to time designate upon not less than thirty (30) days' prior written notice to Tenant.

5. **TAXES, UTILITIES, MAINTENANCE AND JANITORIAL SERVICES.**

5.1 Landlord shall be responsible for the maintenance, repair and replacement of the building structure, including exterior and bearing walls, support beams, columns, the roof, gutters,

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flashing and foundation, the mechanical, electrical and plumbing systems that provide service and are stubbed to the Premises and the repair and replacement of all windows, plate glass and storefront once the total cost of such repair or replacement during any Lease year exceeds \$1,000 and provided such repair or replacement was not necessitated by the actions of Tenant or its invitees. Landlord shall also maintain the exterior portions and improvements such as lighting and signage other than tenant's signage affixed to the Premises, and common areas of the Property in a clean and safe condition. Landlord's repair and maintenance responsibility shall also include a) all electrical systems and lines on the exterior of the Premises and up to and including the electrical panel servicing the Premises, provided, however, Landlord shall be responsible for repairing and replacing the electrical panel if the panel is faulty or is damaged due to a surge or other activity outside the Premises. If Landlord and Tenant cannot determine the source of the surge or cause of the damage, the parties agree to share the cost of such repair or replacement equally; b) the sewer line under the Premises in the event of any break, collapse, or negligent or faulty installation of said line by Landlord; and c) the water supply line up to the Tenant shutoff or meter, if separately metered.

Landlord shall provide Tenant with separate trash containers specifically designated for the Premises at an acceptable location close to the Premises, subject to reimbursement through CAM. If Landlord elects to remove trash services from CAM pool, then Tenant shall be responsible for securing its own trash services at Tenant's sole expense. Landlord shall schedule regular and frequent rubbish pickup from the exterior of the Premises to ensure that the trash is picked up and the outdoor areas remain sanitary and clean, free from rodents and infestation using commercially reasonable efforts. Tenant shall be responsible for the testing of fire and safety systems that serve the interior of the Premises as required by law and Landlord shall have no responsibility to otherwise conduct such tests.

Other than the HVAC units being replaced as described below, Landlord represents to Tenant that the heating, ventilation and air conditioning equipment (HVAC) for the Premises is in good sound working order and condition. Tenant has tested the HVAC system and has determined that two of the five existing HVAC units require replacement and that one additional HVAC unit is required to service the Premises. Landlord and Tenant agree that Tenant shall be responsible for the replacement of the two HVAC units and the installation of the sixth HVAC unit as part of the Tenant's Improvements and the cost to replace the two units identified by Tenant shall be borne by Landlord and added to the Tenant Improvement Allowance defined below. Landlord further agrees to replace each unit of the HVAC system, at its sole cost and expense if it is not in good working condition or at any time during the term of the Lease provided that Tenant has complied with the HVAC maintenance obligations provided below.

5.2 Landlord shall provide separate meters exclusively for the Tenant's Premises for gas and electric and a sub-meter for water. Tenant shall be solely responsible for and promptly pay all charges for heat, gas, water, electricity or any other utility used or consumed in the Premises

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and such shall be paid by Tenant commencing when possession of the Premises is granted to Tenant by Landlord and such utilities are separately metered in Tenant's name.

5.3 Landlord shall be responsible for maintaining the common areas and facilities, including, but not limited to, the parking lot, driveways, sidewalks, lighting, the signage in the parking area and landscaped areas provided Tenant shall pay its proportionate share of the cost and expense incurred in the operation, maintenance, and repair of the common areas and common facilities ("CAM") of the Building and shopping center. CAM includes maintaining the Building as a whole, including, but not limited to, prompt removal of snow and ice from the sidewalks, steps, walkways, parking lot, driveways and entrance ways serving the Premises, janitorial services for the common areas of the Building, trash removal from containers provided by Landlord on the exterior of the Building, landscaping, asphaltting and restriping the parking lot and repairing and replacing all common area lighting and signage. The list of CAM charges is attached hereto and made a part hereof as Exhibit D. Any CAM improvements that are intended to have a useful life of three (3) years or more shall be amortized and prorated over the useful life of such improvement.

5.4 Landlord will be responsible for contesting the validity and amount of real estate taxes assessed against the Premises. Provided, however, if Landlord elects not to contest such taxes for any year, Landlord shall notify Tenant of such election in advance and within a reasonable time, and hereby authorizes Tenant, to protest and contest the validity or amount of any real estate taxes assessed against the Premises including filing any claims for reduction of such taxes. Tenant shall receive the full prorata benefit of any reduction of real estate taxes levied against the Premises and 100% of all such savings shall be reflected in Additional Rent at the time the real estate tax bills are issued. Tenant shall also receive a prorated credit after the expiration or termination of this Lease for any reduction of real estate taxes achieved for any year or portion thereof during the Term of this Lease. Said credit shall be sent to Tenant in accordance with Section 25 hereof. If such protest requires the re-subdivision of the Property and assignment of a new PIN for the Premises, Tenant may undertake such subdivision and new PIN process at its sole cost and expense. Landlord shall fully cooperate with Tenants in such process, including signing any forms and appearing at any hearings required for such process.

In the event Tenant elects to re-subdivide the Property and obtain a new PIN for the Premises as provided above, upon completion of said process and the new PIN being reflected on the Cook County Assessor's tax rolls, Tenant shall only be responsible for any real estate taxes assessed against such new PIN and its prorata share of real estate taxes assessed against any new PIN for the common areas of the Property as part of its Additional Rent payment. Provided there are no real estate taxes assessed against the Premises because of Tenant's tax-exempt status, Tenant shall not be obligated to pay any real estate taxes as part of its Additional Rent payment.

5.5 Throughout the Term and any extension or renewal thereof, except as provided above, Tenant, at its sole cost and expense, shall keep and maintain in good order, condition and repair, ordinary wear and tear excepted, the Premises and every part thereof and any and all appurtenances hereto located, including, without limitation, the exterior and interior portion of all doors, door

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checks, windows, plate glass, store front, and all plumbing and sewage facilities within the Premises (except as provided in Section 5.1 above) and exclusively serving the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (exclusively serving the Premises), sprinkler systems, walls, floors and ceilings of the Premises (including (i) any damage to the walls, floors, ceilings or the other areas of the Premises or (ii) any mold or mildew condition on the walls, floors, ceilings or the other areas of the Premises, caused by or resulting from moisture on or about the Premises except for roof leaks or other damage which are caused by or are the obligation of the Landlord), and all alterations, improvements and installations made by Tenant under the terms of this Lease and any exhibits thereto, as herein provided; any repairs required to be made in the Premises due to burglary of the Premises or other illegal acts on the Premises or any damage to the Premises caused by a strike involving the Tenant or its employees.

Tenant shall maintain and bear the expense of the light fixtures and bulbs, air-conditioning units and filters (which exclusively serve the Premises), janitorial services and interior pest control for the Premises. In the event that any governmental regulations or insurance company insuring the shopping center or the Premises, from time to time, shall require modifications including, but not limited to, emergency lighting to be installed in the Premises, the installation and the maintenance of the same, including providing of battery power, shall be the sole responsibility of Landlord so long as the requirement is not a direct result of Tenant's actions or operations. The cost of any such modifications required as a result of Tenant's actions or operations within the Premises shall be borne by the Tenant. Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Premises and will be responsible for any damage caused to the roof by any acts of the Tenant, its agents, servants, employees or contractors of any type or nature.

5.6 At all times during the Term, Tenant, at its sole cost and expense, shall be obligated to maintain a contract with a licensed contractor for the consistent periodic (which shall be at least quarterly, or more frequently if required by a manufacturer's warranty) inspection and maintenance, including preventative maintenance, of all HVAC systems located on or for the exclusive use of the Premises. All HVAC maintenance contracts shall be entered into only with licensed, responsible, and experienced providers. Tenant is obligated to provide copies of all such maintenance contracts to Landlord on an annual basis, and Tenant must provide proof of any repairs above and beyond regular maintenance in order for Landlord to make any payments for the repair as described herein, or replacement of the HVAC system serving the Premises. Notwithstanding the foregoing, Landlord, at Landlord's option, may elect to enter into a service contract for the periodic inspection of heating, ventilation and air conditioning equipment and if Landlord so elects, Tenant shall pay as Additional Rent, as part of Common Area Expenses, Tenant's Proportionate Share of the cost and expense of the service and inspection provided pursuant to such contract. There shall be no overhead charge in connection with the servicing of the heating, air conditioning and ventilation equipment if Landlord elects to provide such service under this section. Tenant shall make repairs as needed to the HVAC system; however, repairs by Tenant shall be limited to \$2,000 per lease year excluding cost of regular maintenance as described herein. Any HVAC repair costs in excess of \$2,000 in any one lease year shall be borne by

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Landlord. Landlord hereby grants Tenant and its agents all access to the roof of the Premises and Building necessary to comply with terms of this Section 5.6.

5.7 If Tenant refuses or neglects to commence and complete repairs or maintenance required herein promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall be liable for the cost thereof to Landlord as Additional Rent. Except to the extent otherwise expressly provided in this Lease, Landlord shall not be obligated to repair, replace, maintain or alter the Premises.

6. **IMPROVEMENTS.** Landlord agrees, at its sole cost and expense, to make and complete the improvements to the Tenant Premises and the Building and other work as more specifically described in Exhibit B attached hereto, which is incorporated by reference herein (“**Landlord Improvements**”).

The parties acknowledge the roof truss system in the Premises requires substantial repair and renovation and that Landlord has agreed to undertake such repair and renovation at its sole cost and expense, including incorporating any revisions to the plans and construction as provided below. Landlord further agrees that it shall use a fully authorized union contractor for the roof truss work. The parties further acknowledge that the design of the renovated truss system may impact the classroom layout and the effectiveness of the Premises to serve the proposed Use. Landlord shall provide Tenant with the plans for its final proposed design of the roof truss system and the Premises within thirty (30) days from the last date of execution of this Lease. In the event Tenant is not satisfied with such design, in its sole discretion, Tenant may submit revisions to Landlord’s design within ten (10) days from receipt of Landlord’s plans. Landlord shall either incorporate Tenant’s revisions into its plans or provide Tenant with an alternate design within ten (10) days from receipt of Tenant’s revisions. Tenant shall review and accept or provide additional revisions to Landlord’s design within ten (10) days from receipt of Landlord’s alternate design and this process shall continue until the truss design has been mutually agreed upon by the parties. Landlord acknowledges and agrees, however, that all work relating to the roof truss system shall be substantially completed by May 31, 2020 in order for Tenant to commence the Use by the start of the fall 2020 school term. In the event Landlord fails to complete the roof truss work by such date, Tenant shall receive a credit against Rent in an amount equal to One Thousand Dollars (\$1,000) per day until Landlord has substantially completed said work. In addition, Landlord shall allow Tenant to enter the Premises to undertake the Tenant Improvements, including ensuring that all Landlord’s contractors on the Premises as of May 31, 2020 are fully union authorized and that, at least 5 days prior to May 31, 2020, Landlord’s contractors’ and Tenant’s contractors have jointly established a schedule and work plan that allows all contractors to work cooperatively together and timely complete their respective work.

Tenant shall be responsible for all other build-out of the Premises, including furniture, fixtures, equipment, IT/communication infrastructure/conduit, plumbing and waterline infrastructure, window storefront and doors and 2 HVAC replacement units, and obtaining all necessary construction and building permits (“**Tenant Improvements**”). Tenant will also undertake the

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Tenant Improvements listed on Exhibit B, but Landlord shall be responsible for reimbursing Tenant for a portion of the costs of such improvements as part of the Tenant Improvement Allowance as set forth in this Section 6.1 below. All proposed construction and specification drawings are subject to Landlord's written approval, which approval shall not be unreasonably withheld or denied. Landlord agrees to review Tenant's Improvement plans and to give its approval within ten (10) calendar days of receipt. Landlord agrees to authorize Tenant to apply to the City of Chicago for building and occupancy permits to build out and furnish the Premises for Tenant's use.

Landlord and Tenant shall coordinate their schedules to ensure that the Landlord Improvements and the Tenant Improvements can be completed in an efficient and timely manner.

Provided the Tenant is not in default on its rental payment obligations, Landlord agrees to reimburse Tenant for a portion of the cost of Tenant Improvements in an amount not to exceed Three Hundred and One Thousand Eight Hundred and Seventy Five Dollars (\$301,875.00) calculated based upon Thirty Five Dollars (\$35.00) per square foot plus an additional One Hundred and Seventy Thousand Dollars (\$170,000.00) for the Tenant Improvements listed on Exhibit B for a total amount of Four Hundred and Seventy-one Thousand Eight Hundred and Seventy Five Dollars (\$471,875.00). It is understood that any established increase to the Tenant Improvement Allowance shall be a one-time increase and shall be payable under the same terms and conditions as provided herein ("**Tenant Improvement Allowance**"). Landlord shall reimburse Tenant within thirty (30) calendar days of receipt of lien waivers from Tenant or such other appropriate supporting documentation. If Landlord does not reimburse Tenant for its Improvement costs after thirty (30) calendar days, Tenant shall have the right to retain and set off the Improvement Allowance against Rent, which shall include interest on any unpaid amounts at the lesser of six percent (6%) per annum or the highest rate permissible under the law.

7. **ALTERATIONS AND MODIFICATIONS.** Tenant may make improvements to the Premises without the Landlord's prior written approval if the value of any improvements is Ten Thousand Dollars (\$10,000.00) or less. Tenant shall request Landlord's permission to make improvements that exceed \$10,000. Landlord agrees that it shall promptly respond to Tenant's request within ten (10) calendar days and that it will not unreasonably withhold or deny its approval. Tenant shall not, nor permit anyone else to, alter, modify, improve, decorate or otherwise change the Premises without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Tenant shall make all improvements subject to all applicable codes and shall be solely responsible to obtain all required permits, approvals, and inspections.

7.1 **Roof Rights.** In addition to Tenant's right to access the roof of the Premises to install, maintain and repair the HVAC system, Tenant shall have the right, upon notice to Landlord subject to and in accordance with the provisions of this section, to access and use a portion of the roof of the Building designated by Landlord to install, maintain and operate, at its sole cost and expense, communication equipment, subject to conditions reasonably imposed by Landlord, for connecting the same to the Premises (such roof equipment and all cabling, conduit, wires and other equipment

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or materials are referred to collectively as the "**Roof Equipment**"). Tenant shall not be required to pay any additional rent or fees of any kind in connection with the use of the roof. Tenant shall furnish detailed plans and specifications for the Roof Equipment (or any modification) to Landlord for its approval which shall not be unreasonably withheld or delayed. Tenant's use of the rooftop of the Building shall be a non-exclusive use and Landlord may permit the use of any other portion of the roof to any other tenant of the Building for any use including installation of other communication equipment provided such use of other portions of the roof does not impair Tenant's or any other tenant's data transmission and reception via its respective communication equipment. If Tenant's construction, installation, maintenance, repair, operation or use of the Roof Equipment shall interfere with the rights of Landlord (including, without limitation, Landlord's right to use the remainder of the roof) or other tenants in the Building, Tenant shall cooperate with Landlord or such other tenants in eliminating such interference; provided, however, the cost of remedying such interference shall be borne by the party which is suffering such interference unless such party was using the affected equipment prior to the use of the Roof Equipment by Tenant in which case the cost of remedying such interference shall be borne by Tenant. Tenant shall secure and keep in full force and effect, from and after the time Tenant begins construction and installation of the Roof Equipment, such supplementary insurance with respect to the Roof Equipment as Landlord may reasonably require. In connection with the installation, maintenance and operation of the Roof Equipment, Tenant, at Tenant's sole cost and expense, shall take such measures as are necessary to prevent the cancellation or material diminution of any roof guaranty currently in force, and shall comply with all applicable laws, and shall procure, maintain and pay for all permits required, and Landlord makes no warranties whatsoever as to the permissibility of Roof Equipment under applicable laws or the suitability of the roof of the Building for the installation. For the purpose of installing, servicing or repairing the Roof Equipment, Tenant shall be allowed access and use of the rooftop of the Premises.

7.2 Tenant, at its sole cost and expense, shall promptly repair any and all damage to the rooftop or to any other part of the Building caused by Tenant's installation, maintenance, repair, operation or removal of Tenant's Roof Equipment. Tenant shall be responsible for all costs and expenses for repairs and maintenance of the roof which are a direct result from Tenant's use of the roof for the construction, installation, maintenance, repair, operation and Tenant's use of the Roof Equipment. All installations made by Tenant on the rooftop or in any other part of the Building pursuant to the provisions of this section shall be at the sole risk of Tenant, and except for the negligence or willful misconduct of Landlord, its employees and agents, neither Landlord, nor any agent or employee of Landlord, shall be responsible or liable for any injury or damage to, or arising out of, the Roof Equipment.

7.3 Upon the expiration of the Term or earlier termination of this Lease or the license specified in this Section 7, the Roof Equipment shall be removed by Tenant at its sole cost and expense, and Tenant shall repair any damage to and restore the rooftop or any other portions of the Building to the condition existing immediately prior to Tenant's installation of the Roof Equipment, reasonable wear and tear excepted.

7.4 The rights granted in this Section 7 are given in connection with, and as part of the rights created under this Lease and are not separately transferable or assignable but shall inure to and

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benefit Tenant and its permitted successors and assigns. Tenant shall use the Roof Equipment solely in connection with its use permitted under this Lease.

8. COVENANTS.

Throughout the Term and any extension or renewal thereof, the following covenants shall be binding on the Landlord:

(A) Landlord shall be responsible for all capital improvements (excluding all Tenant Improvements) and, at its sole cost and expense, shall maintain, repair, and replace, as necessary, and keep in good order, safe and clean condition, the exterior and interior structure of the Building, the roof, flashing, gutters and downspouts, exterior walls, bearing walls, support beams, foundation, columns, electrical and plumbing systems and lateral support to the Building, all in accordance with Section 5.1 above.

(B) Landlord shall provide the HVAC equipment, plumbing and electric in good repair and working order as of the Effective Date. Tenant shall bear the cost of routine maintenance of the HVAC system, as provided in Section 5.6 above, Landlord shall bear the cost of the replacement of the HVAC system as provided in Section 5.1 above.

(C) Landlord shall maintain the common areas and common facilities of the Building and shopping center, including fixtures and equipment in and servicing the common areas, in good operating order and in a safe, healthful and clean condition.

At all times, Landlord shall comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Premises and Building. Landlord also agrees that the Tenant has the right to inspect, sample and analyze the materials, systems and structures in the Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Premises with standards or guidelines established by any of the foregoing.

If Landlord fails to complete any repair, replacement, or maintenance for which Landlord is obligated herein within ten (10) days of written notice from Tenant of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, Landlord has not commenced within ten (10) days of said notice the repair, replacement, or maintenance and continuously and diligently prosecuted its completion), Tenant may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. All sums expended and all costs and expenses incurred by Tenant in connection with any such repair, replacement, or maintenance shall be paid by Landlord to Tenant and shall bear interest from the respective dates when expended or incurred by Tenant

This Agreement will be posted on the CPS Internet website

at the rate of the lesser of six percent (6%) per annum or the maximum rate then permitted to be charged by law until repaid by Landlord to Tenant, and all such sums together with interest shall be deducted from Rent under this Lease that is due to Landlord from Tenant, or payable by Landlord to Tenant on demand.

9. QUIET ENJOYMENT. Landlord covenants and agrees that, so long as Tenant is not in default of any of its obligations hereunder, Tenant's peaceful and quiet possession of the Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord. Tenant shall have access to the Building and Premises twenty-four hours per day, seven days per week.

10. COMPLIANCE WITH LAWS. The parties shall, at all times during the Term of this Lease and any renewal or extension thereof, comply with all municipal, county, state, and federal laws, codes, statutes, ordinances, rules, and regulations, now in force or which may hereafter be constituted relating to or affecting the condition, use or occupancy of the Premises. Without limiting the generality of the foregoing, Tenant 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 Tenant therein. Tenant shall obtain, at its sole cost and expense, any and all zoning and other approvals and permits necessary to use the Premises for Tenant's intended use.

11. EARLY TERMINATION RIGHT. Provided that Tenant is not in default under this Lease beyond any applicable notice and cure period as of the date of the "Termination Notice", as that term is defined below, Tenant shall have the right to terminate this Lease (the "**Termination Option**") effective any time after the expiration of the last day of the sixtieth (60th) month of the initial Term (i.e. the end of the 5th year of the Lease) upon giving Landlord at least one hundred eighty (180) days prior written notice ("**Termination Notice**"), which notice shall specify the date of termination ("**Early Termination Date**"). In the event Tenant exercises its Termination Option as described herein, Tenant must pay Landlord a termination fee equal to the sum of Landlord's unamortized brokerage commissions and Tenant Improvement Allowance to be calculated as of the Early Termination Date. ("**Termination Fee**") The Termination Fee must be paid to the Landlord in order for the Tenant to exercise its Termination Option. Tenant shall pay the Termination Fee within ten (10) days of providing Landlord with the Termination Notice.

12. SURRENDER OF PREMISES UPON TERMINATION. Upon termination of this Lease, by lapse of time or otherwise, the Tenant shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, and equipment of all kinds from said Premises. The Tenant shall deliver the Premises, upon termination, in as good a state or condition as the Premises existed on the date of this Lease with the Improvements, less reasonable use and wear thereof, and will remove all personal property from the Premises. In the event Tenant fails to maintain the Premises as provided for herein Landlord shall have the right, but not the obligation, to perform such maintenance as is required of Tenant in which event Tenant shall promptly reimburse Landlord for its costs in providing such maintenance or repairs together

This Agreement will be posted on the CPS Internet website

with a ten percent (10%) charge for Landlord's overhead.

13. **INSURANCE.** During the Term, the Tenant, at its cost and expense, shall self-insure or carry and maintain the following types of insurance with respect to the Premises with insurance companies reasonably satisfactory to the Landlord:

- A. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability.
- B. **Automobile Liability Insurance.** Automobile Liability Insurance 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 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- C. **Workers' Compensation and Employers' Liability.** The Tenant is self-insured for all Workers' Compensation exposures.

The policies shall name Landlord as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) day's notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Landlord. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord within fifteen (15) days after the Effective Date and shall provide thirty (30) days' notice to the Landlord prior to cancellation, material change, or non-renewal thereof. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof to Landlord upon demand. Notwithstanding the foregoing, provided that and for as long as Tenant is a municipal corporation, Tenant shall have the right to self-insure in lieu of providing the insurance required under this Lease.

Landlord agrees to purchase and keep in full force and effect during the Term, including any extension or renewals thereof, insurance under policies issued by insurers of recognized responsibility qualified to do business in the State of Illinois, on the Building and on all improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Building (above foundations and not including leasehold improvements or any Tenant fixtures, furniture or equipment) or an amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time. The policy shall name Tenant as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Tenant thirty (30) day's notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory

This Agreement will be posted on the CPS Internet website

to Tenant. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Tenant within fifteen (15) days after the last date of execution of this Lease and shall provide thirty (30) day's notice to the Tenant prior to cancellation, material change, or non-renewal thereof. If Landlord fails to comply with such requirements, Tenant may obtain such insurance and keep the same in effect, and Landlord shall pay Tenant the premium cost thereof to Tenant upon demand or Tenant may deduct the cost of the same from Rent hereunder.

14. **LANDLORD DEFAULT.** If Landlord is in default under this Lease and such default shall continue for thirty (30) days after Tenant has notified the Landlord by written notice of such default, unless in the case of a default which cannot be remedied within thirty (30) days where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Tenant may, but shall not be obligated to, cure the default itself and deduct the cost and expense thereof from the Base Rent and/or Additional Rent due under this Lease or immediately terminate this Lease by providing Landlord written notice as provided for herein.

15. **TENANT DEFAULT.** If the Tenant is in default under this Lease and such default shall continue for thirty (30) days after Landlord has notified the Tenant by written notice of such default, unless in the case of a default which cannot be remedied within thirty (30) days where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Landlord may but shall not be obligated to cure the default or elect to terminate this Lease by providing Tenant written notice as provided for herein. Subject to Tenant's receipt of an email invoice as provided in Section 4.3 above, Tenant shall be considered to be in default in the event that Tenant fails to pay Rent by the 15th of each month during the Term hereof.

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

17. **INDEMNIFICATION.** Tenant, to the extent not prohibited by law, and Landlord, hereby agree to indemnify and hold harmless the other, its officers, directors, members, board members, employees and agents, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with any act or omission to act by the other party, its officers,

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directors, members, board members, employees and agents, limited, however, to only such liabilities, claims or demands which arise or are caused by the other parties negligent acts, errors and/or omissions or willful misconduct. The indemnities set forth above in this Section 17 shall survive the expiration or termination of this Lease.

18. **SECURITY.**

Landlord understands that the Premises will be used for school purposes, including as classrooms for pre-kindergarten children and that the safety and security of the children are of paramount importance. Landlord and Tenant hereby acknowledges and agree that none of the other tenants in the Building or the business in which they are engaged as of the Effective Date should pose a substantially increased risk for Tenant's Use and Landlord represents that it will not lease space in the Building to any party whose use would pose such risk or threat to Tenant's Use. Businesses that would pose a substantially increased risk or threat to Tenant's Use include a liquor store, which derives more than 75% of its revenue from the sale of alcohol, gun shop, shooting range, pawn shop, cannabis dispensary, businesses that do not serve/admit/do business with individuals under the age of 18, adult book store or other type of establishment with adults only entertainment, any business that knowingly serves individuals who are convicted felons (e.g. skills training center for parolees), and any other business which if located in the Building would violate any state, federal, municipal or county law, statute, code, ordinance rule or regulation prohibiting operation near a school, pre-school or child care facility.

Landlord acknowledges that certain businesses, such as dry cleaners, and nail salons depending upon proximity to the Premises and other factors, may present environmental health or other issues for children at early childhood and pre-kindergarten centers. Prior to leasing space in the Building to any such use, Landlord shall give Tenant thirty (30) days prior written notice and agrees to exercise good faith to resolve and address any concerns expressed by Tenant with respect to student health and safety.

19. **SIGNAGE.** Subject to Tenant's plans which have been reviewed and approved by Landlord, Landlord shall install, at its sole cost and expense, the following signage identifying the Building as a location for a Chicago Public School:

- A. On the door that is the main entrance into Tenant's Premises;
- B. On the exterior of the Building, consistent with Tenant's plans; and
- C. On the pole sign provided by Landlord in the common area that identifies other tenants of the Building and Premises.

20. **ASSIGNMENT; SUCCESSORS AND ASSIGNS.**

- a. The interest of Tenant under this Lease may not be assigned or transferred to any other individual or entity without the Landlord's consent, which consent shall not be

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unreasonably withheld or delayed. Landlord shall have the right at any time to transfer or assign its interest under this Lease.

b. This Lease shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

21. **ESTOPPEL LETTER, ATTORNMENT, SUBORDINATION.**

a. Within thirty (30) days after request by Landlord or upon any sale or assignment of the Premises by Landlord, Tenant shall deliver to Landlord, mortgagee or purchaser an estoppel letter, in recordable form, describing this Lease and all amendments thereto, if any, and certifying (if such is the case) that the Lease is in full force and effect and there are no defaults, defenses or offsets thereto (or stating those claimed by Tenant) and such other information as may be reasonably requested.

b. If any proceedings are brought for the foreclosure of any mortgage made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease; provided, however, that such purchaser agrees in writing that Tenant's occupancy of the Premises and its rights under this Lease shall not be disturbed or affected if Tenant is not in default under this Lease.

c. Upon the request of Landlord, Tenant shall execute a document whereby it will subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinance now or hereafter in force against Landlord's interest in the Building or against any other buildings placed upon the land; provided, however, that it is agreed by any such mortgagee that at such time as any such mortgagee shall succeed to Landlord's interest in the Premises such mortgagee shall agree not to disturb the possession of Tenant and shall comply with Landlord's covenants hereunder during such period of time as Tenant is not in default hereunder.

d. Upon the request of Landlord, Tenant shall execute and deliver to Landlord such reasonable instruments and certificates necessary to carry out the intent of this Section 21. If Tenant fails to execute and deliver such requested documents within thirty (30) days of the date of such request, such failure shall be deemed a default under this Lease.

22. **GOVERNING LAW.** This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

23. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Lease and all documents submitted to the Board related to this Lease 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 may be subject to reporting requirements under 105 ILCS 5/34-

This Agreement will be posted on the CPS Internet website

220. Landlord further acknowledges that this Lease may be posted on the Board's Internet website at www.cps.edu.

24. **BROKER'S COMMISSION.** Each party represents and warrants that, except as set forth below, there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease and each party hereby indemnifies the other and holds it harmless from all liabilities arising from any such claim (including, without limitation, the cost of attorney's fees in connection therewith), except as follows: Jones Lang LaSalle Americas. Any fees due and owing Jones Lang LaSalle Americas shall be paid for solely by the Landlord.

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

If to Landlord: Shopping Center BF, LLC
 3730 W Devon
 Lincolnwood, IL 60712
 Attention: Jesal Patel
 Phone: 847-763-1480
 Email: jp@patelrealty.com

If to Tenant: Board of Education of the City of Chicago
 42 W. Madison Street, 2nd Floor
 Chicago, Illinois 60603
 Attention: Director of Real Estate

With a copy to: Board of Education of the City of Chicago
 One N. Dearborn Street, 9th Floor
 Chicago, Illinois 60603
 Attention: General Counsel

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.

26. **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 of intent of the section to which they pertain.

27. **SUCCESSORS AND ASSIGNS.** This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

This Agreement will be posted on the CPS Internet website

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

29. **SEVERABILITY.** If any provisions 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.

30. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Tenant if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

31. **INDEBTEDNESS.** Landlord agrees to comply with the Tenant's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

32. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Landlord agrees that any expenditures beyond the Tenant's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).

33. **INSPECTOR GENERAL.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

34. **ETHICS.** Landlord must comply with the Board of Education Ethics Code (11-0525-PR2), adopted May 25, 2011, and as amended from time to time, which is hereby incorporated into and made a part of this Lease as if fully set forth herein.

35. **ENTIRE AGREEMENT.** This Lease represents the entire agreement between Landlord and Tenant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Lease may be amended or modified only by a written instrument executed by both Landlord and Tenant.

36. **EXHIBITS.** All exhibits attached hereto are incorporated into this Lease by this reference and expressly made a part of this Lease.

37. **EXECUTION.** This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement and shall become effective

This Agreement will be posted on the CPS Internet website
when one or more counterparts have been signed by each of the parties and delivered to the other
party, it being understood that all parties need not sign the same counterpart.

This Agreement will be posted on the CPS Internet website

IN WITNESS WHEREOF, the parties have set their hands and seals as the date written below.

TENANT:

LANDLORD:

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

SHOPPING CENTER BF, LLC

DocuSigned by:
Miguel del Valle
By: 672DAF79E1F9427
Name: Miguel del Valle
Title: President

By: C.V. Patel
Name: Catherine V. Patel
Title: manager

DocuSigned by:
Estela G. Beltran
Attest: C8790807FFDF48A
Estela Beltran, Secretary

Attest:
By: [Signature]
Name: Jesal Patel
Title: Property manager

Dated: March 27, 2020

Dated: MARCH 19, 2020

Board Report Number: 20-0226-OP1

DocuSigned by:
Janice K. Jackson
By: 7979DEEEE02FD40F
Janice Jackson, Ed.D, Chief Executive Officer

Approved as to legal form:
[Signature]
By: 571EC69C33144C5
Joseph T. Moriarty, General Counsel

Attachments:

This Agreement will be posted on the CPS Internet website

EXHIBIT A
TO THE
LEASE AGREEMENT
FOR 5300 N. BROADWAY STREET, CHICAGO, ILLINOIS
BETWEEN
SHOPPING CENTER BF, LLC, AS LANDLORD AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS TENANT

See attached page for floor plan

NOT FOR CONSTRUCTION



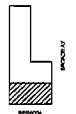
EDGEWATER EARLY LEARNING CENTER

8200 N BROADWAY, CHICAGO IL 60640

ISSUANCE	
NO.	DATE
1	2/6/20
2	3/11/20

DRAWN BY:
 CHECKED BY:
 APPROVED BY:
 SCALE:
 DATE:
 JOHNSON LASKY KNUDSEN ARCHITECTS
 EXPRESSLY DISCLAIMS RESPONSIBILITY
 ARISING FROM UNAUTHORIZED USE OF
 THESE DRAWINGS AND NOTES.
 AUTHORIZATION MUST BE IN WRITING.
 DRAWINGS ARE NOT TO BE SCALED. THE
 OWNER AND ARCHITECT ASSUME NO
 RESPONSIBILITY FOR USE OF INCORRECT
 SCALE.
 COPYRIGHT 2018, JOHNSON LASKY
 KNUDSEN ARCHITECTS, INC.

AREA OF WORK

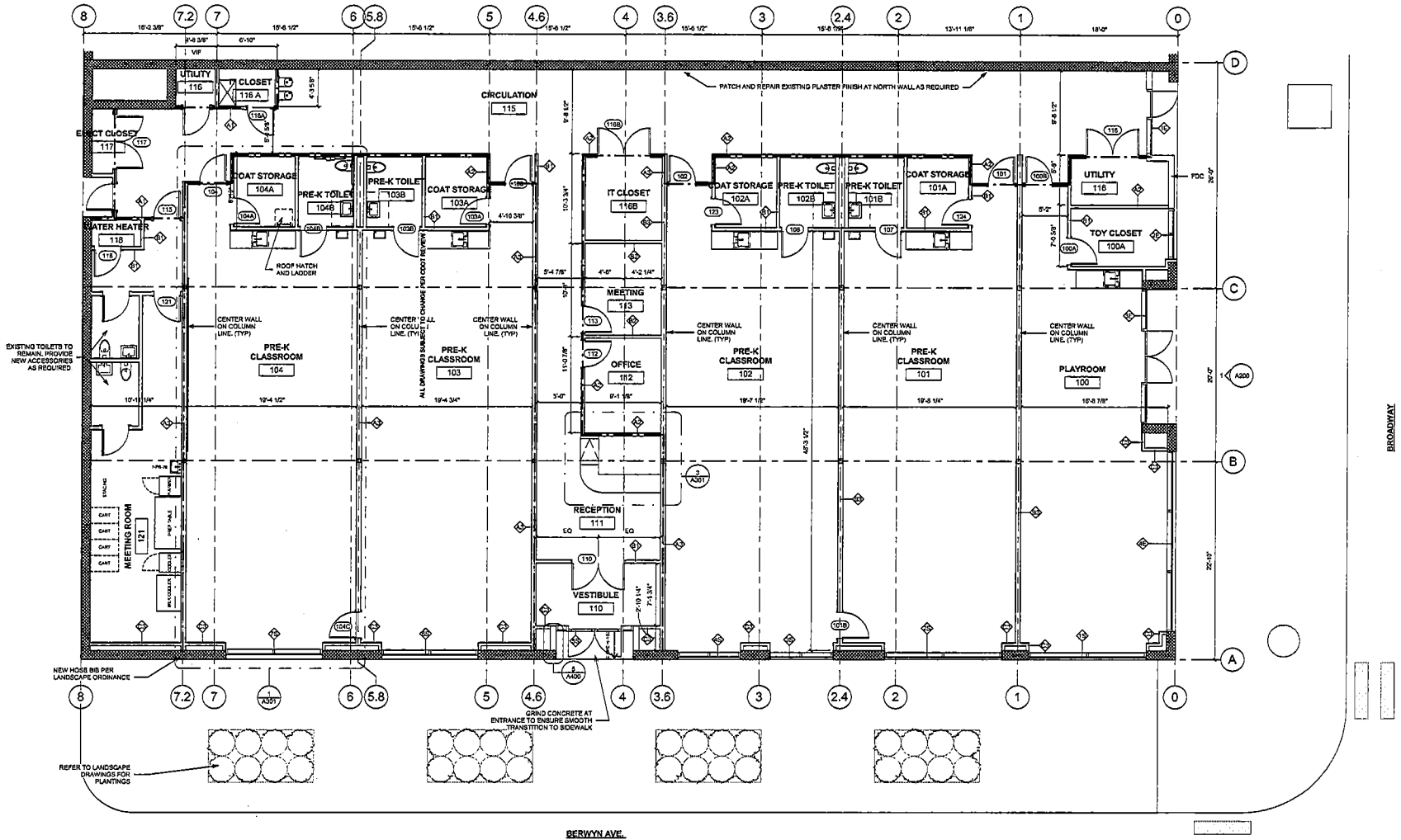


SHEET TITLE

OVERALL PLAN

SHEET NUMBER

A101



1 GROUND FLOOR PLAN
3/16" = 1'-0"

GENERAL NOTES:
 1. ALL DIMENSIONS ARE FACE OF PARTITIONS, COLUMN CENTERLINE, OR FINISHED FACE OF EXTERIOR WALL UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH ANY WORK. THE OWNER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR CORRECTIONS. DIMENSIONS OF NEW WORK ARE BASED ON RECORD DRAWINGS OF EXISTING WORK. ANY DISCREPANCIES IN EXISTING WORK WILL AFFECT NEW WORK DIMENSIONS. CONTRACTOR IS TO VERIFY THE DRAWINGS.
 3. PROVIDE ACCESS PANELS AS REQUIRED BY APPLICABLE CODES AND AS REQUIRED FOR MECHANICAL AND ELECTRICAL EQUIPMENT. REVIEW LOCATIONS WITH OWNER AND ARCHITECT AT A PRE-INSTALLATION CONFERENCE.
 4. INSTALL CYCLUM BOARD CONSTRUCTION JOINTS AT MAXIMUM 36" P.
 5. PRESTOP ALL PENETRATIONS IN WALLS TO MATCH HOURLY RATING OF THE WALL.

GENERAL NOTES (CONTINUED):
 6. ALL EXTERIOR JOINTS AROUND WINDOWS, DOORS, FRAMES, METAL PANELS, BETWEEN WALLS AND ROOF, BETWEEN WALL PANELS, AND AT PENETRATIONS OF UTILITIES THROUGH THE BUILDING ENVELOPE SHALL BE FIRE-RATED AS REQUIRED, SEALED, CALKED, OR WEATHER STRIPPED TO PREVENT WATER OR AIR LEAKAGE/PENETRATION.
 7. DRAWINGS THAT REPRESENT THE EXISTING PLAN CONDITIONS ARE DIAGRAMMATICALLY SHOWN. EXACT LOCATIONS, SIZES, EXTENT, AND CONDITIONS OF EXISTING CONSTRUCTION TO BE REMOVED, RELOCATED, OR TO REMAIN SHALL BE VERIFIED ON THE BUILDING SITE BY THE CONTRACTOR AND INCLUDED IN THE WORK SCOPE AND BID.

This Agreement will be posted on the CPS Internet website

EXHIBIT B
TO THE
LEASE AGREEMENT
FOR 5300 N. BROADWAY STREET, CHICAGO, ILLINOIS
BETWEEN
SHOPPING CENTER BF, LLC, AS LANDLORD AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS TENANT

Landlord Improvements

Landlord shall install and complete the following improvements at its sole cost and expense:

- Provide and install LED exterior signage on the sign for the shopping center and on the exterior of Premises as mutually agreed upon
- Provide all structural and related work associated with installing a new roof truss system and the roof structure, if necessary, subject to approval by Tenant.
- Replace façade panel and siding.

Tenant Improvements

- Provide and install primary trunk line necessary to support Tenant's distribution and installation of sprinklers in a mutually agreed upon location in the Premises as required and in accordance with the applicable municipal building code.
- Provide and install a southern exterior door as per Tenant's specifications in a mutually agreed upon location on the Premises.
- Provide plumbing rough in for four (4) Pre-k classrooms in mutually agreed upon locations; Tenant to provide supply and drainage specifications.
- Replace 2 HVAC units as per Tenant's specifications.

This Agreement will be posted on the CPS Internet website

EXHIBIT C
TO THE
LEASE AGREEMENT
FOR 5300 N. BROADWAY STREET, CHICAGO, ILLINOIS
BETWEEN
SHOPPING CENTER BF, LLC, AS LANDLORD AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS TENANT

This Agreement will be posted on the CPS Internet website



6422 (Rev. 11-11-01)
 See Also Chapter 18, Article 1

PROFESSIONAL LAND SURVEYORS OF ALTA/ACSM REGISTERED PROFESSIONALS

Phone: 412.776.4667
 Fax: 412.776.4668

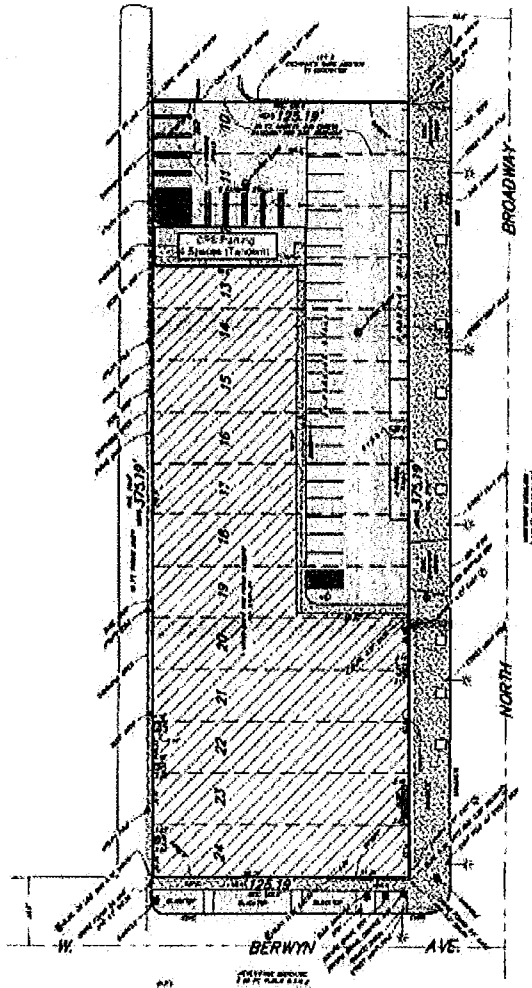
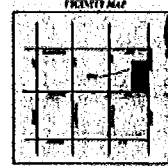
ORDER NO.:
 11-0181

Jens H. Doe
 Professional Land Surveyors, P.C.

ALTA/ACSM LAND TITLE SURVEY

NOT A WARRANTY OR GUARANTEE, IN WHOLE OR IN PART, IS MADE BY CONTRACTOR THAT ACCURACY OF SURVEY DATA IS THE RESULT OF THE BEST AVAILABLE DATA AND THAT THE SURVEY IS FREE FROM MISTAKES OF ANY KIND.

CONTRACT IDENTIFICATION NUMBER: 11-0181



"AREA OF PROPERTY"
 SHOWN HEREON
 46,576 SQ. FT.
 OR 1.076 ACRES

"AREA OF EXTENSION FOOTPRINT"
 OF BUILDINGS SHOWN HEREON
 2,512 SQ. FT.
 OR 0.058 ACRES

LEGEND:

○	Iron Pipe
×	Crack
□	Wall Stop
■	Iron Beam
○	Window
○	Door
○	Foundation Wall
○	Foundation Footing
○	Beam
○	Structural Steel
○	Structural Wall
○	Structural Column

INTERPRETATION:
 1. DIMENSIONS AND BEARINGS ARE GIVEN IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE SPECIFIED.
 3. DIMENSIONS TO CORNERS ARE TO THE CORNER UNLESS OTHERWISE SPECIFIED.
 4. DIMENSIONS TO WALLS ARE TO THE FACE OF THE WALL UNLESS OTHERWISE SPECIFIED.
 5. DIMENSIONS TO CENTER OF PIPES ARE TO THE CENTER OF THE PIPE UNLESS OTHERWISE SPECIFIED.
 6. DIMENSIONS TO CENTER OF RAILS ARE TO THE CENTER OF THE RAIL UNLESS OTHERWISE SPECIFIED.

This Agreement will be posted on the CPS Internet website

EXHIBIT D
TO THE
LEASE AGREEMENT
FOR 5300 N. BROADWAY STREET, CHICAGO, ILLINOIS
BETWEEN
SHOPPING CENTER BF, LLC, AS LANDLORD AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS TENANT

This Agreement will be posted on the CPS Internet website

5300 N Broadway

Broadway Festival
Applicable CAM Expenses

Repairs & Maintenance
Painting & Decorating (if applicable)
Cleaning
Gardening
Building Supplies
Electricity
Water & Sanitation
Trash Collection
Fees and Permits
Snow Removal
Parking Lot Maintenance
HVAC Maintenance (if Landlord undertakes)
Management
Insurance

DELIVERY DATE AGREEMENT

This Delivery Date Agreement ("Agreement") is made and entered into by and between Shopping Center BF LLC, an Illinois limited liability corporation ("Landlord") and The Board of Education of the City of Chicago ("Tenant").

WITNESSETH:

WHEREAS, on September 1, 2019, Landlord and Tenant entered into a Lease Agreement ("Lease") relating to certain premises located at 5300 N. Broadway, Chicago, Illinois ("Property"); and

WHEREAS, the parties desire to confirm the Delivery Date, Rent Commencement Date and Lease Term;

WHEREAS, Landlord has tendered "possession" to Tenant in May of 2020 which Tenant disputes; and

WHEREAS, Landlord has substantially completed the Landlord Improvements described in 'Exhibit B' of the Lease as "structural and related work associated with installing a new roof truss system and the roof structure"; and

WHEREAS, the City of Chicago ("City") is requiring certain landscaping and fencing improvements to the common area of the Property (collectively "Landscape Improvements"); and,

WHEREAS, the Landlord and Tenant wish to avoid any further disputes and have agreed to resolve certain issues without admitting any liability.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

- A. **Defined Terms.** All defined and/or capitalized terms not otherwise defined herein shall have the same meaning as in the Lease.
- B. **Delivery Date.** The Delivery Date and date of "possession", which is to be ten (10) days from the date that Landlord substantially completed the Landlord Improvements described in 'Exhibit B' of the Lease as "structural and related work associated with installing a new roof truss system and the roof structure which the Landlord substantially completed in May of 2020 but is willing to agree to avoid litigation, is for purposes of the Lease is agreed to be on November 4, 2020.
- C. **Lease Term.** The Term shall begin on the Delivery Date and shall end on the last day of the full 120th month thereafter, which end date is November 30, 2030.
- D. **Rent Commencement Date.** The Rent Commencement Date (180 days from the Delivery Date) is May 3, 2021, with Rent being abated for 30 days after the Rent Commencement Date. The first Rent payment will be owing on June 2, 2021. The parties acknowledge that no Base Rent or Additional Rent payments are due and owing prior to the first rent payment due as previously stated. All Rent owing and unpaid for the prorated month of June 2021 and all months thereafter through the date hereof shall be payable by Tenant upon receipt of an invoice from Landlord in accordance with the Lease. All such rent for rent due and owing from June 2, 2021 to and including the month in which this Agreement is executed together with all utilities owed as set forth in paragraph E below shall be payable from Tenant to Landlord no

later than September 10, 2021 after the sending of a rent statement from the Landlord to the Tenant.

- E. Utilities. Per the Lease, Landlord shall provide separate meters exclusively for Tenant's Premises for gas and electric and a sub-meter for water. Tenant shall be solely responsible for and promptly pay all charges for heat, gas, water, electricity, or any other utility used or consumed when possession of the Premises is granted to Tenant by Landlord and such utilities are separately metered in Tenant's name. Tenant did not transfer the utilities on June 1, 2020 and Landlord shall invoice Tenant for all applicable utilities commencing on June 1, 2020.

Utility transfer must be made directly by Tenant, using the contact information listed below:

Utilities:

Gas: Peoples Gas/Phone: 866-556-6001/ Meter P2901686


Electric: ComEd/ Phone: 877-426-6331/ Meter 230234975

- F. Landscape Improvements. Tenant, at Tenant's expense, shall be responsible for preparing all plans. Landlord shall, at Landlord's sole expense, pay for the fencing along Broadway Avenue (hereinafter referred to as the "Broadway Fence"). Landlord shall undertake all work and installation of the Landscape Improvements required by the City as set forth in the Landscape Plans. The cost of the Landscape Improvements, other than the Broadway Fence, shall be split evenly between Landlord and Tenant. Tenant, at Tenant's expense, shall provide Landlord with a schematic landscape plan depicting the proposed Landscape Improvements currently proposed by the City. Landlord may negotiate with the City regarding the Landscape Improvements, provided such negotiations do not impact Tenant's parking rights under the Lease. Any changes required to the schematic plans as a result of such negotiations, including the cost thereof, shall be the responsibility of Tenant. Landlord shall provide Tenant with an estimate of the landscape work to be performed (other than the Broadway Fence) and the cost thereof shall be subject to a fifteen (15%) variance for Tenant's review and approval, which review and approval shall not be unreasonably withheld. In the event the final cost is greater than the estimate approved by Tenant and the fifteen (15%) upward variance, then such excess cost shall be subject to Tenant's review and approval, which review and approval shall not be unreasonably withheld. Landlord shall deduct Tenant's approved share of the Landscape Improvement costs from the Tenant Improvement Allowance. In the event Tenant submits for reimbursement of the Tenant Improvement Allowance prior to receipt of the invoice for the Landscape Improvement costs, Landlord shall be permitted to withhold \$100,000.00 from the Tenant Improvement Allowance to apply towards Tenant's share of the Landscape Improvement costs. In the event that Tenant's share of the Landscape Improvement costs is less than \$100,000.00, Landlord shall remit to Tenant all unused portions of the Tenant Improvement Allowance within 10 days from Tenant's approval of the Landscape Improvement costs. Tenant agrees that the last sentence of Section 6 of the Lease shall not apply to the landscaping work set forth herein.
- G. The second paragraph of Section 6 of the Lease shall be amended by deleting the words "In the event Landlord fails to complete the roof truss work by such date, Tenant shall receive a credit against Rent in an amount equal to One Thousand Dollars (\$1,000.00) per day until Landlord has substantially completed said work."
- H. The parties entry into this Agreement and the resolution of any issues either in favor of or against a party shall not be deemed to be an admission of liability by either party.
- I. In the event of any inconsistency between this Agreement and the Lease, unless specifically modified herein, the terms of the Lease shall control and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the later of the dates accompanying a signature by Landlord and Tenant below.

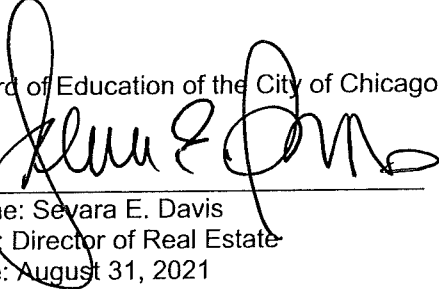
LANDLORD:

Shopping Center BF LLC,
An Illinois limited liability
company

By: 
Name: Jesal Patel
Title: Jesal Patel, Manager of Shopping Center BF LLC
Date: 8/31/2021

TENANT:

Board of Education of the City of Chicago


By: _____
Name: Sevara E. Davis
Title: Director of Real Estate
Date: August 31, 2021

