LEASE AGREEMENT

EXECUTION COPY

THIS LEASE AGREEMENT, is made and entered into as of this 12th day of June, 2013, between Salem Baptist Church of Chicago, an Illinois non-profit corporation (hereinafter referred to as "Landlord") and Chicago Collegiate Inc., an Illinois non-profit corporation (hereinafter referred to as "Tenant").

Recitals

WHEREAS, Tenant is engaged in the business of providing educational services, with its registered place of business at 2521 W North Ave Unit A, Chicago, IL, 60647;

WHEREAS, Landlord operates a church and related activities; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, certain property, as hereinafter defined;

WITNESSETH, for and in consideration of the mutual covenants contained herein and upon the terms and conditions herein set forth, the parties agree as follows:

1. LEASED PREMISES. Landlord is the owner of that certain real property commonly known as 11816 S. Indiana Avenue in Chicago, Illinois, which property is legally described in **Exhibit A** attached to, and by this reference made a part of, this Lease Agreement (the "Property"). The Property is improved by four structures: (1) a church; (2) a school building ("B Building"); (3) a building formerly used as a convent and converted into additional school facilities ("C Building"); and (4) a rectory, all as depicted on **Exhibit B** attached to, and by this reference made a part of, this Lease Agreement.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the B Building and the C Building (collectively, the "Leased Premises"). The Leased Premises shall consist of four floors (basement, mezzanine, and two floors of class rooms) of approximately 32,000 square feet of rentable floor space that shall include and presently contains 23 classrooms (including the computer lab and library), a large cafeteria/auditorium in the basement, a kitchen, and an office space.

The parties agree that the Leased Premises will be available for occupancy and delivered by Landlord to Tenant no later than June 12, 2013.

- 2. <u>TERM.</u> The term of this Lease Agreement ("Agreement Term") shall begin as of the date possession of the Leased Premises is delivered to the Tenant by Landlord ("Commencement Date"). Subject to sooner termination as provided herein, the Agreement Term shall expire June 30, 2018 ("Lease Expiration Date").
- 3. <u>ACCEPTANCE OF LEASED PREMISES</u>. Landlord shall deliver, and Tenant agrees to accept, possession of the Leased Premises in "as is" condition, except as otherwise expressly provided herein. The Leased Premises shall be clean and free of all trash and debris

upon delivery to the Tenant. Tenant's occupancy of the Leased Premises state of Tenant and Landlord with respect to the condition, order and repair thereof as required by the terms of this Lease Agreement. Subject to Section 21 of this Lease Agreement, it is expressly understood and agreed that Landlord has made no representations or warranties with respect to the Leased Premises. Prior to the execution of this Lease Agreement, Tenant and Landlord shall perform a walk through of the Leased Premises. Tenant shall purchase certain personal property owned by Landlord located within the Leased Premises pursuant to a separate written agreement. Landlord shall remove all other personal property from the Leased Premises as soon as reasonably practicable; provided, however, that Landlord shall remove all other personal property from the second floor, mezzanine and basement/gym of the B Building no later than June 30, 2013, from the third floor of the B Building no later than July 30, 2013, and from the C Building no later than June 1, 2014.

4. <u>RENT</u>. The first installment of Basic Monthly Rent shall be paid upon the execution of this Lease Agreement, and thereafter, the Basic Monthly Rent shall be payable by Tenant to Landlord, in advance, without notice or demand, and without set-off, deduction or abatement of any kind, on the first day of each and every calendar month thereafter during the term of this Lease Agreement as follows:

Basic Monthly Rent is\$ 1,250.00 from the Commencement Date to June 30, 2014; Basic Monthly Rent is\$ 666.67 from July 1, 2014 to June 30, 2015; Basic Monthly Rent is\$ 2,583.33 from July 1, 2015 to June 30, 2016; Basic Monthly Rent is\$ 5,750.00 from July 1, 2016 to June 30, 2017; and Basic Monthly Rent is\$ 8,083.33 from July 1, 2017 to June 30, 2018.

Basic Monthly rent shall be paid by Tenant, to the extent reasonably practicable, by Automated Clearing House Network payment or by another form of automatic electronic payment mutually acceptable to Landlord and Tenant. In the event the Basic Monthly Rent is not paid within five (5) business days after the same is due, a late charge equal to five percent (5%) of the delinquent amount shall be assessed as liquidated damages for the additional administrative charges incurred by Landlord as a result of such late payments ("Late Fee"). In addition, if any Basic Monthly Rent is not paid within five (5) business days after the same is due, Landlord may, at its option, charge interest thereon at the rate of five percent (5%) per annum or the highest legal rate, whichever is lower ("Penalty Rate") from the due date until the date received by Landlord. No payment by Tenant or receipt by Landlord of lesser amounts of rent than those stipulated herein shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease Agreement or provided in law. If Landlord receives from Tenant any two (2) or more returned checks in any twelve (12) month period, Landlord may require all future rent by cashier's or certified check.

4.1 <u>ADDITIONAL RENT</u>. All amounts other than Basic Monthly Rent required or provided to be paid by Tenant under this Lease Agreement shall be deemed "Additional

Rent", and the failure to pay the same shall be treated in all events as the Rent. Tenant shall pay Landlord Additional Rent amounts due not more than to days after receipt of each invoice

Notwithstanding any other provision of this Lease Agreement, Tenant shall not be obligated to pay the Late Fee or the Penalty Rate on the first occasion in any twelve month period that Tenant fails to pay the Basic Monthly Rent, or any Additional Rent, when due and payable, provided that Tenant pays such delinquent Basic Monthly Rent, or any Additional Rent, to Landlord within five business days of receipt by Tenant of Landlord's notice of any failure to pay.

5. <u>EXTENSION OPTION</u>. So long as this Lease Agreement has not been terminated for any reason, the Tenant, at its sole option, shall have the right to extend the term of this Lease Agreement for an additional term of five years beyond the Agreement Term ("Extension Period") upon written notice twelve (12) months prior to the Lease Expiration Date. The Basic Monthly Rent during the Extension Period shall be as follows:

Basic Monthly Rent is\$ 14,666.67 from July **1**, 2018 to June 30, 2019; Basic Monthly Rent is\$ 14,667.67 from July 1, 2019 to June 30, 2020; Basic Monthly Rent is\$ 14,667.67 from July **1**, 2020 to June 30, 2021; Basic Monthly Rent is\$ 14,667.67 from July 1, 2021 to June 30, 2022; and Basic Monthly Rent is\$ 14,667.67 from July 1, 2022 to June 30, 2023.

6. OPERATING AND CAPITAL EXPENSES.

Operating Expenses. For the purpose of this Lease Agreement, "Operating Expenses" shall mean all expenses necessary for the operation, utilities, maintenance, repair, and management of the Leased Premises, excluding Capital Expenses as defined in Section 6.c of this Lease Agreement and Engineering Expenses as defined in Section 6.b of this Lease Agreement. Tenant will create accounts in its name for, and pay, all Operating Expenses associated with the Leased Premises as such expenses accrue on a monthly basis, including, but not limited to, and without limitation, telephone, utilities, trash removal, and elevator maintenance, and other charges provided for herein as the same become due. To the extent that certain Operating Expenses may be incurred for the joint benefit of the Leased Premises and other portions of the Property, Tenant and Landlord shall each pay their respective pro rata share of such expenses, including, without limitation, charges for gas. Tenant shall pay to Landlord Tenant's pro rata share of such joint expenses not later than 10 days after receipt of an invoice, in a form acceptable to Tenant, from Landlord therefor. On all days during which Tenant will be using and occupying the Leased Premises for the purposes described in Section 7.a of this Lease Agreement (weekdays other than holidays and school vacation days), and on each day immediately prior to each day that Tenant's use of the Leased Premises will resume after a holiday or school vacation day, Tenant shall pay all costs and expenses for snow removal from those certain locations on and around the Leased Premises depicted in Exhibit B and labeled "snow removal". On all other days (weekends, holidays, and school vacation days), Landlord shall pay all costs and expenses for snow removal for those certain locations on and around the Leased Premises depicted on Exhibit Band labeled "snow removal".

- Engineering Expenses . For the purpose of this L EXECUTION COFF "Engineering Expenses" shall inc l ud e, without li m itation, the cost of daily maintenance of the boilers that serve the Leased Prem ises, including, without limitation, the daily "flush" and "blowdown" of the boilers ("Boiler Mainte nance"), and the cost of daily inspection of the boilers within the Leased Prem ises, inc l ud ing, without li m itat ion, daily inspection of the boiler pressure gauges, water levels in the boile rs, low-water cutoff switch, and heat clock ("Boiler Inspection"). The Landlord shall cause its building and grounds staff for the Property to perform the Boiler Maintenance and Boiler Inspection as necessary during the calendar year and during the hours of operation that Tenant will be providing educational services at the Leased Premises. Tenant shall provide to Landlord such calendar year and such hours of operation and shall update same as necessary. Tenant shall reimburse Landlord for the Engineering Expenses, which shall be the value, calculated by a method mutually acceptable to Landlord and Te nant, of the time spent by Landlord's building and grounds staff on the completion of the performance of the Boiler Maintenance and Boiler I ns pectio n. Landlord shall invoice Tenant for the Engineering Expenses on a monthly bas is, and in a form acceptable to Tenant, and Tenant shall pay Landlord properly invoiced amounts not more than IO days after receipt of each invoice Notwithstanding any provision of Section 12 of this Lease Agreement regarding Landlord's right of entry, Landlord's building and grounds staff shall have the right to enter the Leased Premises for the purpose of performing the Boiler Maintenance and the Boiler Inspect ion; prov ided, however, that Landlord's building and grounds staff shall not have the right to enter the Leased Premises for any purpose prior to obtaining any approvals required by Chicago Public Schools.
- c. <u>Capital Expenses</u>. For the purpose of this Lease Agreement, "Capital Expenses" shall mean all expenses for capital re pairs, rep lacements, or improvements, including, without limitation, any expenses designated as capital expenses under generally-accepted accounting principles and any expenses necessary for compliance with any laws, rules, or regulations of any governmental authority, with respect to the Leased Premises, but excluding expenses for the completion of the Initial Capital Improvements defined in Section 6.d of this Lease Agreement. Landlord shall be responsible for, and shall pay, all Capital Expenses associated with the Leased Premises; provided, however, that Tenant shall be responsible for paying any expenses of compliance with any laws, rules, or regulations applicable to the Leased Premises as a direct result of the particular and unique use of the Leased Premises as a school subject to the regulations of Chicago Public Schools, as opposed to any other use.
- d. <u>Initial Capital Improvements</u>. For the purpose of this Lease Agreement, "Initial Capital Improvements" shall mean those certain capital improvements to the Leased Prem ises, including the installation of a new roof, the installation of a new ele vator, and other capital improvements necessary to make the Leased Premises compliant with the Americans With Disabilities Act ("ADA"), all as specifically described in the scope of work and cost estimate attached to, and by this reference made a part of, this Lease Agreement as **Exhibit C.** Tenant shall be responsible for, and shall pay, all expenses necessary for the completion of the Initial Capital Improvements.
- 7. <u>USE OF LEASED PREMISES</u>. Tenant shall use and occupy the Leased Premises for the following purposes and for no other purposes whatsoever:

- a. To operate a public charter school for the purpose charitable, scientific, literary, musical, social, or athletic activities and for promoting the arts, but only to the extent that such purposes are permitted within the meaning of Section 50l(c)(3) of the Internal Revenue Code of 1986 as amended (hereinafter referred to the "Code");
- b. Tenant shall not use or permit the Leased Premises to be used for any other purpose or purposes other than those specified above without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion;
- c. Tenant shall not use or permit the Leased Premises or any part thereof to be used in violation of any applicable law, regulation or ordinance, or of the certificate of occupancy issued for the Leased Premises, and shall immediately discontinue any use of the Leased Premises that is declared by any governmental authority having jurisdiction to be in violation of law or said certificate of occupancy;
- d. Except for the uses permitted by Section 8(a) of this Lease Agreement, Tenant shall not use or permit the Leased Premises to be used for any purposes that interfere with the use and enjoyment of the Property by Landlord, or that violate the requirements of any insurance company insuring the Leased Premises or its contents, or which, in Landlord's sole discretion, impair the reputation of the Leased Premises. Tenant shall refrain from and discontinue such use immediately upon receipt of written notice from Landlord;
- e. Except for the uses permitted by Section 7(a) of this Lease Agreement, Tenant shall not do, or permit anything to be done in or about the Leased Premises, or bring or keep anything therein, that will -in any way increase the rate of fire insurance on the Leased Premises, or invalidate or conflict with fire insurance policies on the Leased Premises, fixtures or property kept therein. Tenant agrees that any increases of fire insurance premiums on the Leased Premises or contents caused by the occupancy of Tenant and/or any expense or cost incurred as a consequence of negligence or the willful action of Tenant, Tenant's employees, agents, servants, contractors, invitees, or licensees shall be deemed Additional Rent and shall be paid immediately upon accrual;
- f. Neither Tenant nor Tenant's agents, servants, employees, invitees, licensees and contractors shall dispose of any oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance, including, but not limited to, asbestos (hereinafter collectively referred to as "hazardous waste"), as the term is used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), at, upon, under or within the Leased Premises or the Property or the land on which they are built, or into the plumbing or sewer or water system servicing the Leased Premises, nor shall Tenant, its agents, servants, employees, invitees, licensees and contractors cause the discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous waste at, upon, under or within the Leased Premises or the Property or the land or into the plumbing or sewer or water system servicing the same. Tenant shall comply with the applicable requirements of the CERCLA and related regulations, to the extent directly applicable to the acts of Tenant arising on and after the Commencement Date, and shall immediately notify Landlord in the event of its

discovery of any hazardous waste or hazardous substance at, upon, or un Premises or the Property or the land;

- g. Tenant shall indemnify Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands of any nature whatsoever, including reasonable attorneys' fees, arising out of any negligent acts or omissions of Tenant, or any act of Default as defined in Section 18 of this Lease Agreement. The provisions of the aforementioned sections shall survive the expiration of the Agreement Term.
- h. Tenant shall have access to the Leased Premises twenty-four how-s per day, seven days per week , inclusive of all holidays.
- 8. <u>SIGNAGE</u>. Tenant, at its sole cost and expense, shall have the right to install a company name, sign, or logo on the Leased Premises, subject to Landlord's approval of the sign, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord agrees to remove the Salem Christian Academy sign and/or work with Tenant to adjust such sign for the Tenant's needs within a reasonable time after the lease commencement date, but in no event shall this be completed later than thirty (30) days from the Commencement Date. If the installation of any signage by Tenant on the Leased Premises causes damage to the Leased Premises, Tenant shall, at its sole cost and expense, repair such damage.
- 9. <u>INSURANCE</u>. Tenant shall obtain and maintain a general liability policy with a face value of two million DOLLARS AND 00/100 (\$2,000,000.00) per occurrence and four million DOLLARS AND 00/100 (\$4,000,000.00) in aggregate, naming the Landlord as an additional loss payee. Prior to the Commencement Date, Tenant shall provide Landlord certificates of insw-ance as evidence of the insurance that Tenant is required to obtain and maintain. Landlord shall not be required to tender possession of the Leased Premises to Tenant until Tenant complies with its obligation to provide certificates of insurance evidencing the required insw-ance.

At all times dw-ing the Agreement Term, Landlord shall maintain the following insw-ance coverages: (1) commercial general liability insurance against claims for personal injury, death or property damage occurring during the Agreement Term on, in or about the Leased Premises, including primary coverage that shall be not less than One Million Dollars (\$1,000,000.00) for injury (including death) to any one person, not less that One Million Dollars (\$1,000,000.00) for injury (including death) arising out of any one occurrence, and not less than Five Hundred Thousand Dollars (\$500,000,00) for damage to property, and excess umbrella coverage of not less than Two Million Dollars (\$2,000,000.00); (2) property damage insurance coverage on an "all risk" of physical loss or damage basis, which insurance shall be in an amount equivalent to the full replacement cost of the Leased Premises, without deduction for depreciation or the cost of demolition and removal of debris, but exclusive of excavations and foundations, and shall cover the Leased Premises, including the building shell and other structural elements, and the building systems, and all other improvements located on the Leased Premises, including the Initial Capital Improvements; and (3) workers' compensation insurance covering all costs, benefits and liabilities as required by law. Landlord shall cause Tenant to be included as an additional insured under the foregoing policies, except for the workers'

compensation policy. Each such policy shall contain provisions, if and to ***Landau Copper** the act or omission of an insured will not invalidate the policy as to other insureds. If any insurance provides for a deductible amount. Landlord shall pay the full amount of the deductible if an insured event occurs. The insurance coverages above shall be primary, and all coverage shall be non-contributing with respect to any other insurance or self insurance which may be maintained by Landlord, Landlord shall provide Tenant certificates of insurance as evidence of the insurance that Landlord is required to obtain and maintain. Tenant shall not be required to take possession of the Leased Premises or pay Basic Monthly Rent until Landlord complies with its obligation to provide certificates of insurance evidencing the insurance required by this Section 10. Landlord shall provide Tenant with evidence satisfactory to Tenant of the insurance premiums paid by Landlord for insurance covering the Leased Premises prior to the Commencement Date and after the Commencement Date. If the insurance premiums paid by Landlord for insurance covering the Leased Premises increase after the Commencement Date, Tenant shall pay the amount of any annual increase in the insurance premiums paid by Landlord for insurance covering the Leased Premises provided that Landlord provides Tenant with evidence satisfactory to Tenant of the amount of such premiums and any such increase.

Landlord shall invoice Tenant, in a form acceptable to Tenant, for any such increase in insurance premiums on an annual basis and Tenant shall pay such invoices within 10 days of receipt thereof.

- 10. BUILDERS RISK INSURANCE. Prior to commencement of work on the Initial Capital Improvements and until completion thereof, Tenant shall effect, maintain, and provide the certificates of insurance policies as set forth in the Lease: Builder's Risk Insurance to cover Landlord, Landlord's agents, Landlord's beneficiaries, Tenant, Tenant's Agents, Tenant's beneficiaries, Tenant's Architect, and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "extended coverage endorsement" upon all of the Initial Capital Improvements in place and all material stored at the site of the Initial Capital Improvements and builder's machinery, tools and equipment, all while forming a part or contained in such improvements or temporary structures while on the Leased Premises or within one hundred (100) feet thereof, or when adjacent thereto, or while on drives, sidewalks, streets or alleys, all to the full insurable value thereof at all times. In addition, Tenant agrees to require all contractors and subcontractors engaged in the completion of the Initial Capital Improvements to effect and maintain and deliver to Tenant certificates evidencing the existence of, prior to the commencement of work on the Initial Capital Improvements and until completion thereof, the following coverages:
- a. Workman's Compensation Insurance in accordance with the laws of the State of Illinois, Employer's Liability Insurance, but with a minimum of 100/500/10.
- b. Commercial General Liability Insurance including personal injury and product liability to the minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate.
- c. All Insurance Certificates of Tenant, Tenant's general contractor and all subcontractors shall name as additional insureds the Landlord, Salem Baptist Church of Chicago, Inc. and any other party designated by Landlord from time to time. Said coverage shall include

the following language: "The coverage afforded the Additional Insured and the additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

- Agreement, Landlord shall sign a leasehold mortgage agreement from the Illinois Facilities Fund in substantially the form attached to this Lease Agreement as **Exhibit D** ("Leasehold Mortgage Agreement"). Execution of the Leasehold Mortgage Agreement shall be subject to approval by Landlord's mortgagor, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 12. LANDLORD'S RIGHT OF ENTRY. Landlord, its agents, invitees, licensees, employees and contractors shall have the right to enter the Leased Premises upon not less than 48 hours prior written notice to Tenant, and upon Tenant's approval, which approval shall not be unreasonably withheld, conditioned, or delayed, for purposes including, without limitation, ministry purposes when Tenant's school is not in session and when children attending Tenant's school are not present on the Leased Premises; provided, however, that Landlord's entry shall not interrupt the Tenant's use of the Leased Premises pursuant to Section 7(a) of this Lease Agreement.

 Notwithstanding the preceding sentence, Landlord, its agents, cont ractors, and employees may enter the Leased Premises for the purpose of responding to a bona fide emergency upon such notice to Tenant as is reasonably practicable under the circumstances; provided, however, that during any entry by Landlord of the Leased Premises during a bona fide emergency, Landlord shall take all reasonable precautions not to interrupt the Tenant's use of the Leased Premises pursuant to Section 7(a) of this Lease Agreement.
- obligations under this Lease Agreement and is not in Default, as hereinafter defined, Landlord, and any party claiming by, through, or under Landlord, will not disturb Tenant 's use, possession and enjoyment of the Leased Premises, nor will Tenant's rights under the Lease Agreement be impaired in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy. Upon execution of this Lease Agreement, Landlord shall execute, and arrange for the execution and delivery to Tenant by any existing mortgagee or ground lessor, a subordination, nondisturbance and attornment agreement in substantially the form attached to this Lease Agreement as **Exhibit E** (the "SNDA"). Both Tenant and Landlord acknowledge that Evangelical Christian Credit Union, P.O. Box 2400, Brea, CA, 92822-2400 is the lien holder of first position on the subject Property. In connection with any mortgage or ground lease with respect to the Property, including the Leased Premises, arising after the execution of this Lease Agreement, Landlord shall execute, and arrange for the execution and delivery to Tenant of, an SNDA by any such mortgagee or ground lessor as of the effective date of such mortgage or ground lease.

14. ALTERATIONS OR IMPROVEMENTS BY TENANT.

a. As soon as is reasonably practicable after taking possession of the Leased Premises, Tenant agrees to complete the Initial Capital Improvements. Landlord hereby consents to, and authorizes Tenant to make, the Initial Capital Improvements. Prior to beginning work on

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the Initial Capital Improvements, Tenant shall provide to Landlord a letter of alternative thereto, other reasonable evidence of sufficient funding, including a construction loan, to complete the Capital Improvements. At all times during the Agreement Term, Tenant shall keep records of all costs and expenses incurred and paid by Tenant for the completion of the Initial Capital Improvements . Such records shall include invoices for all work performed, and evidence of payment by Tenant of such invoices, to complete the Initial Capital Improvements.

At Landlord's request, Tenant shall make such records available to Landlord for inspection at a time and place mutually agreed upon by the parties. The scope of work attached to this Lease Agreement as Exhibit D includes an estimated cost for the completion of the Initial Capital Improvements ("Estimated Cost"). If at any time the actual cost of the Initial Capital Improvements, or any revised estimated cost of the completion of the Initial Capital Improvements ("Revised Estimated Cost"), exceeds five percent of the Estimated Cost, then Tenant's obligation to complete the Initial Capital Improvements shall expire and be null and void, and Tenant shall have the option, at its sole and absolute discretion, to: (1) nevertheless complete the Initial Capital Improvements and occupy the Leased Premises in accordance with the terms and conditions of this Lease Agreement; (2) cease work on the Initial Capital Improvements and occupy another premises suggested by Landlord on a temporary basis and subsequently, subject to final approval by Chicago Public Schools, in accordance with the same terms and conditions set forth in this Lease Agreement; or (3) cease work on the Initial Capital Improvements and terminate this Lease Agreement. If Tenant exercises option 2 or 3 set forth in the preceding sentence, Tenant shall leave the Leased Premises in substantially the same, or in a substantially equivalent, condition as when the Leased Premises was delivered to Tenant.

b. Subject to Section 14(a) of this Lease Agreement, Tenant shall not make nor allow any alterations, decorations, replacements, changes, additions or improvements (collectively referred to as "Alterations") to the Leased Premises or any part thereof that will or may affect the mechanical, electrical, plumbing, HVAC or other systems or the exterior or structure of the Leased Premises, without the prior written consent of Landlord. Tenant shall not make or allow any other kind of Alterations to the Leased Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Tenant may make Alterations to the Leased Premises without obtaining the prior written consent of Landlord if (i) the cost of such Alterations does not exceed\$ 15,000.00 in total; (ii) such Alterations do not require any permit from any governmental authority; (iii) such Alterations will not affect the mechanical, electrical, plumbing, HVAC or other systems or the exterior or structure of the Leased Premises; and (iv) Tenant provides not less than five (5) business days prior written notice thereof to Landlord. Tenant shall pay all costs to make such alterations, changes, replacements or additions.

Any Alterations shall be made by licensed or bonded contractors and mechanics. Prior to commencing construction of any approved Alteration, Tenant shall obtain any necessary building permits and shall deliver copies of such permits to Landlord. All Alterations shall be performed in a good and workmanlike manner using only new and first-class quality furnishings, fixtures, equipment and materials to ensure that the Leased Premises is constructed and maintained in good condition. Tenant, and Tenant's contractors, shall be responsible for the transportation, safe-keeping, storage and removal of materials and debris resulting from the performance of Alterations. Tenant will defend, indemnify and hold Landlord harmless from

and against any and all expenses, liens, claims, or damages, including at a few including at a person or property that may or might arise, directly or indirectly, by reason of the making of any Alterations. If any Alteration requiring approval is completed without the prior written consent of Landlord, Landlord may remove or correct the same and Tenant shall be liable for any and all expenses of this work. Tenant hereby agrees that all Alterations made in, to, or on the Leased Premises shall, unless otherwise agreed to in writing, be and remain the property of Landlord and shall be surrendered with the Leased Premises on the Lease Expiration Date or other termination of this Lease Agreement.

15. <u>THE PROPERTY</u>. Landlord hereby reserves the right at any time to make alterations or additions to the Property, as well as in or to the street entrances, halls, passages, stairways and other common facilities thereof, with not less than 30 days advance written notice to Tenant if such alterations or additions reasonably will disrupt the Tenant's use of the Leased Premises pursuant to this Lease Agreement.

Tenant shall have the right to the use of all of the spaces located within the Property's parking facilities, depicted in Exhibit B to this Lease Agreement, on weekdays and on one Saturday each month when Saturday school is in session. Landlord shall have the right to use the parking facilities depicted in Exhibit B on all other days. It is understood and agreed that Landlord assumes no responsibility, and shall not be held liable, for any damage or loss to any automobiles parked in the parking facilities or to any personal property located therein, or for any injury sustained by any person in or about the parking facilities.

SURRENDER AND INSPECTION. Prior to possession of the Leased 16. Premises by Tenant, Tenant and Landlord shall inspect the Leased Premises and prepare an inspection report documenting the condition of the Leased Premises. Upon the expiration of the Agreement Term, Tenant shall guit and surrender the Leased Premises to the Landlord, remove all of its personal property from the Leased Premises, and leave the Leased Premises in as good order and condition as when received, except for: (i) ordinary wear and tear; (ii) repairs that are not Tenant's responsibility pursuant to this Lease Agreement; (iii) damage by fire or other casualty; or (iv) alterations, additions, or improvements made to the Leased Premises by Landlord or Tenant, which alterations, additions, or improvements Tenant shall not be required to remo ve or restore. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Lease Agreement. If Tenant does not remove Tenant's furniture, equipment, machinery, trade fixtures, floor coverings and all other items of personal property of every kind and description from the Leased Premises upon the expiration of the Agreement Term, and unless otherwise agreed to in writing by Landlord and Tenant, then Tenant shall be conclusively presumed to have conveyed the same to Landlord under this Lease Agreement as a bill of sale without further payment or credit by Landlord to Tenant.

Tenant shall have the right to be present at the time of final inspection of the Leased Premises to determine if any damages were done thereto, if Tenant notifies Landlord by certified mail of its intention to move, date of moving and new address. The notice of Tenant's desire to be present at the final inspection of the Leased Premises shall be given at least ten (10) days prior to the moving date. Upon receipt of such notice, Landlord shall notify Tenant of the time and date when the Leased Premises are to be inspected. The inspection shall occur within

five (5) days after the Tenant's moving date, said inspection date to be designed by Lord Tenant shall be deemed to have been advised of its rights under this paragraph by execution of this Lease Agreement.

If Tenant holds possession of the Leased Premises after the Agreement Term has expired, or other termination under the terms of this Lease Agreement ("Holdover Te rm"), Landlord shall have the option, exercisable in writing as of the date of expiration/termination to treat Tenant as a trespasser, or as a tenant by the month at 150 percent of the Basic Monthly Rent and any Additional Rent paid during the last month of the Agreement Term during the first 90 days of any Holdover Term, and at 150 percent of the Basic Monthly Rent and any Additional Rent paid during the last month of the Agreement Term during any portion of any Holdover Term thereafter, and upon all the other terms of this Lease Agreement, including the provisions of this paragraph. Nothing contained herein shall be construed as of the date of the Lease Agreement's expiration/termination as aforesaid as a consent by Landlord to the occupancy or possession of the Leased Premises by Tenant after the termination of the Lease Agreement, and Landlord, upon said termination, if Landlord elects to treat Tenant as a trespasser, shall be entitled to the benefit of all laws relating to the speedy recovery of the possession of land, whether now or hereinafter in force and effect, including, but not limited to, filing a suit in the Superior Court of the State of Illinois.

17. <u>SALE OF PREMISES, COVENANT AGAINST ASSIGNMENT AND SUBLETTING.</u>

- a. In the event of (i) the sale of the Property, or any part thereof, by Landlord, (ii) the assignment by Landlord of this Lease Agreement, and (iii) the assumption, in writing, of this Lease Agreement by the purchaser or transferee of the Property and by the assignee of this Lease Agreement, Landlord shall be, and hereby is, entirely relieved of all liability of any and all of its covenants and obligations contained herein or derived from this Lease arising out of any act, occurrence or omission relating to the Property or this Lease occurring after the consummation of such sale or exchange and assignment.
- b. Except as provided in the Leasehold Mortgage Agreement that Landlord shall execute pursuant to, and in strict accordance with, Section 11 of this Lease Agreement, Tenant shall not assign, mortgage or encumber this Lease Agreement, or any right hereunder, nor sublet the Leased Premises or any part thereof, nor permit the Leased Premises to be used by others without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord's consent in any specific instance to any assignment, mortgage, encumbrance, subletting or use of the Leased Premises and Landlord's collection and acceptance of rent from any such approved assignee, subtenant or other occupant shall not constitute a waiver of the provisions of this section, nor be construed as permission for any subsequent assignment, mortgage, encumbrance, subletting or use without compliance with this section.
- c. Notwithstanding anything to the contrary set forth in this Section 17, provided that no event of Default has occurred and is continuing under this Lease, Tenant shall be entitled to assign this Lease Agreement or to sublease the Leased Premises to an Affiliate (as hereinafter

defined), without Landlord's prior written consent; provided that Tenant "atifica I and lord in writing of said assignment or sublease no less than fifteen (15) days in advance of such assignment or sublease and otherwise complies with the provisions of this Section with respect to such assignment or sublease. An "Affiliate" shall mean a corporation or entity in control of, controlled by, or under common control with Tenant, any successor to Tenant in a merger or consolidation transaction, or any entity which acquires all or substantially all of the assets or stock of Tenant. As used herein, control shall require the ownership of fifty-one percent (51%) or more of the ownership interests in the entity in question. Under no circumstances shall Tenant be released from its obligations under this Lease Agreement as a result of an assignment and/or the subletting of the Leased Premises to an Affiliate.

18. DEFAULT; LANDLORD'S RIGHTS UPON TENANT'S DEFAULT.

For the purpose of this Lease Agreement, "Default" shall mean the occurrence of one or more of the following: (a) failure by Tenant to pay Basic Monthly Rent or any other amount required to be paid by Tenant to Landlord pursuant to, and in accordance with, this Lease Agreement, but only if Tenant fails to cure any such failure to pay no later than five (5) days after receiving written notice from Landlord of Tenant's failure to pay; or (b) failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease Agreement, if any such failure shall continue for 30 days after Tenant receives written notice from Landlord, or such other period as is necessary to cure any such failure, so long as Tenant commences to cure any such failure no later than 30 days after receiving written notice from Landlord and diligently and continuously prosecutes such cure to completion.

Upon Default by Tenant, Landlord shall be entitled to remedy such Default as follows:

- a. Recovery of damages from the Tenant in an amount equal to the amount herein covenanted to be paid as Basic Monthly Rent and Additional Rent during the remainder of the Agreement Term, said Basic Monthly Rent and Additional Rent having been fully accelerated (at an annual discounted rate of four percent (4%) less the reasonable estimated fair market value of the re-renting of the Leased Premises for the remainder of the Agreement Term) at the option of Landlord through an action of distress or other such similar actions;
- b. Recovery of all expenses of any proceedings (including, but not limited to, costs, legal expenses and reasonable attorney's fees) that may be necessary in order for Landlord to recover possession of the Leased Premises;
- c. Recovery of the expenses of re-renting of the Leased Premises, including, but not limited to, any commissions paid to any real estate agent, advertising expense and the costs of any necessary repairs and replacements that are the obligation of the Tenant hereunder;
- d. Recovery of interest computed at the Penalty Rate from the due date until paid; provided, however, that there shall be credited against the amount of damages all amounts received by Landlord from such re-renting of the Leased Premises and such amounts shall be refunded to Tenant;

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e. Placement of a lien upon the property of Tenant in the Leased Premises for the amount of unpaid Basic Monthly Rent and Additional Rent. In such event, Tenant may not remove any of Tenant's property from the Leased Premises except with the prior written consent of Landlord.

All rights and remedies of Landlord herein shall be cumulative, and none shall exclude any other right or remedy allowed by law. For the purposes of any suit brought or based hereon, this Lease Agreement shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease Agreement as successive periodic sums mature hereunder.

- be damaged by fire or other casualty, except as otherwise provided in subparagraph a hereunder, Landlord, at Landlord's expense, shall promptly restore the Leased Premises, and Tenant at Tenant's sole expense, shall promptly restore its own furniture, furnishings, trade fixtures and equipment. Tenant shall maintain insurance coverage for tenant improvements, excluding the Initial Capital Improvements, and personal property owned by Tenant. No penalty shall accrue for reasonable delay that may arise by reason of adjustment of insurance on the part of Landlord, or on account of labor problems, or any other cause beyond Landlord's reasonable control. If the damage or destruction is such as to make the Leased Premises or any substantial part thereof untenantable (in Landlord's judgment), and provided that such damage or destruction is not due in whole or in part to the negligent act or negligent omission of Tenant or Tenant's agents, contractors, licensees, employees, or invitees, the Basic Monthly Rent shall abate proportionately, from the date of the damage or destruction until the date the Leased Premises has been restored by Landlord.
- a. If the Leased Premises are substantially damaged or are rendered substantially untenable by fire or other casualty, or if Landlord's architect certifies that the Leased Premises cannot be repaired within one hundred twenty (120) business days of normal working hours, said period commencing with the start of the repair work, or if Landlord shall decide not to restore or repair the same, or if more than fifty percent (50%) of the gross leasable area of the Leased Premises is rendered untenantable (even if the Leased Premises is undamaged) or if Landlord shall decide to demolish the Leased Premises or not to rebuild it, then Landlord or Tenant may, within thirty (30) days after such fire or other casualty, terminate this Lease Agreement by giving the other party a notice in writing of such decision, and thereupon the term of this Lease Agreement shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Leased Premises within a reasonable time and surrender the same to Landlord. Upon the termination of this Lease Agreement under the conditions hereinbefore provided, and Tenant's performance as stated herein, Tenant's liability for Basic Monthly Rent and Additional Rent shall cease as of the day following casualty.
- b. The proceeds payable under all casualty insurance policies maintained by Landlord on the Leased Premises shall belong to and be the property of Landlord, and Tenant shall not have any interest in such proceeds. Tenant agrees to look to Tenant's casualty insurance policies for the restoration and replacement of Tenant's fixtures, equipment and furnishings in

the Leased Premises, and in the event of termination of this Lease Agreement for any reason following any such damage or destruction, Tenant shall promptly assign to Landlord or otherwise pay to Landlord, upon Landlord's request, the proceeds of said insurance and such other additional funds so that the total amount assigned and/or paid by Tenant to Landlord shall be sufficient to restore (whether or not any such restoration is actually to occur) all imp rovements, fixtures, equipment and furnishings (excepting only Tenant's trade fixtures and equipment) existing in the Leased Premises immediately prior to such damage or destruction.

- c. Notwithstanding anything to the contrary in any other provision of this Lease Agreement, any obligation (under this Lease Agreement or otherwise) of Landlord to restore all or any portion of the Leased Premises shall be subject to Landlord's receipt of approval of the same by the mortgagee(s) of Landlord (and any other approvals required by applicable laws), as well as receipt from any such mortgagee(s) of such fire and other hazard insurance policy proceeds as may have been assigned to any such mortgage; it being agreed that if Landlord has not received such approval(s) and proceeds, and as a result thereof or for any other reason has not commenced the repair work, within one hundred and eighty (180) days after any such casualty, then either Landlord or Tenant shall have the option to terminate this Lease Agreement, at any time thereafter, upon notice to the other.
- 2.0 <u>CONDEMNATION</u>. In the event the whole or a substantial part of the Leased Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to said authority to prevent such taking (collectively referred therein as a "taking"), this Lease Agreement shall terminate effective as of the date possession is required to be surrendered to said authority, and the Basic Monthly Rent and Additional Rent shall be apportioned as of the date. For purposes of this section, a substantial part of the Leased Premises shall be considered to have been taken if, in Landlord's opinion, the taking shall render it commercially undesirable for Landlord to permit this Lease Agreement to continue or to continue operating the Leased Premises. Tenant shall not assert any claim against Landlord or the taking authority for any compensation arising out of or related to such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. If a portion of the Leased Premises, being less than a substantial part of the Leased Premises, is so taken, then the Basic Monthly Rent and Additional Rents shall be adjusted (based on the ratio that the number of square feet in the Leased Premises immediately prior to such taking) as of the date possession is required to be surrendered to said authority. Nothing contained in this section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant, as long as such award is made in addition to and separately from any award made to Landlord for the Leased Premises. Landlord shall have no obligation to contest any taking.

21. LANDLORD AND TENANT LIABILITY.

a. Landlord, or its agents, employees or servants, shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow, or leaks from any part of the Leased Premises, including the roof, or from the pipes, conduits, appliances or plumbing works, or from the roof, street or

subsurface or from any other place or by dampness or by any other cause of caused by or due to the negligent acts or omissions of, or breach of this Lease Agreement by, Landlord, its agents, servants, or employees. All personal property and equipment located in the Leased Premises shall be at the risk of Tenant.

- b. Tenant shall reimburse Landlord for all expense, damages or fines, incurred or suffered by Landlord by reason of any breach, violation or nonperformance by Tenant, or its agents, servants, or employees, hereunder from time to time, or by reason of damage to persons or property caused by moving property of or for Tenant in or out of the Leased Premises, or by the installation or removal of furniture or other property of or for Tenant, or its agents, servants, employees, invitees, or licensees in the use or occupancy of the Leased Premises.
- c. Tenant shall indemnify Landlord and its agents, licensees, contractors, and employees and save them harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury and/or damage to property to the extent directly caused by the negligent acts or omissions of, or breach of this Lease Agreement by, Tenant, its agents, contractors, employees, or licensees, whether inside the Leased Premises or elsewhere in the Property. In the event that Landlord or its agents, contractors, licensees, and/or employees shall, without fault on its or their part, be made a party to any litigation against Tenant and based upon the negligent acts or omissions of, or breach of this Lease Agreement by, Tenant, then Tenant shall protect and hold the same harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid in connection with such litigation.
- d. Landlord shall not be liable in any manner to Tenant, its agents, employees, licensees, or contractors for any injury or damage to Tenant, Tenant 's agents, employees, licensees, or contractors or their property caused by the criminal or intentional misconduct of third parties except where Landlord's negligent acts or omissions, or breach of this Lease Agreement, contributed to the damages.
- e. Landlord represents and warrants that no hazardous materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the date of execution of the Lease Agreement. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all claims, costs, fines, judgments, liability, actions, cause of action, liens and expenses; including, without limitation, penalties and reasonable attorneys fees, incurred or suffered by or asserted against Tenant, arising out of or in any way relating to any one or more of the following: (a) the presence of any hazardous materials in, on, or under the Leased Premises; (b) any past, present, or threatened release of any hazardous materials in, on, under or from the Leased Premises; (c) any activity by Landlord in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release,

production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any hazardous materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any hazardous materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violation of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Landlord

to comply with any order of any governmental authority in connection viit and and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. Notwithstanding the foregoing, Landlord shall not be responsible to the extent that the foregoing items (a) through (f) are caused by the negligent acts or omissions of, or breach of this Lease Agreement by, Tenant. The foregoing representations and indemnities shall survive any termination of this Lease Agreement.

- LIMITATION OF LANDLORD'S LIABILITY. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns of Tenant covenant and agree that in the event of any actual or alleged failure, breach or default hereunder by Landlord: (a) the sole and exclusive remedy shall be against the interest of Landlord in the Leased Premises; (b) neither Landlord nor (if Landlord is a partnership) any partner of Landlord nor (if Landlord is a corporation) any shareholder of Landlord shall be personally liable with respect to any claim arising out of or related to this Lease Agreement; (c) no partner or shareholder of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of Landlord); (d) no service of process shall be made against any partner or shareholder of Landlord (except as may be necessary to secure jurisdiction of Landlord); and (e) any judgment granted against any partner or shareholder of Landlord may be vacated and set aside at any time as if such judgment had never been granted.
- 23. WAIVER OF COUNTERCLAIM AND TRIAL BY JURY. Landlord and Tenant waive their right to trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease Agreement, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Leased Premises, and any emergency statutory or any other statutory remedy.
- 24. <u>MEMORANDUM OF LEASE; RECORDATION</u>. This Lease Agreement shall not be recorded by either Landlord or Tenant. Landlord and Tenant have executed and delivered concurrently with the execution and delivery of this Lease Agreement, a memorandum of lease in the form attached hereto as **Exhibit F** (the "Memorandum of Lease").

Each of Landlord and Tenant agrees that either may record the Memorandum of Lease and the SNDA in the land records of the county in which the Leased Premises is located, provided that the party so doing shall do so at its own expense, and shall be obligated to pay, and shall pay, any applicable state, county and other leasehold transfer tax, or similar tax, imposed in connection with the recordation of the Memorandum of Lease or the SNDA.

25. <u>ENTIRE AGREEMENT.</u> This Lease Agreement contains the entire agreement and understanding of the parties, and no statements, promises, inducements, discussions, negotiations, commitments or understandings made by either party or agent of either party that are not contained in this written Lease Agreement shall be valid or binding. Except as expressly set forth herein, no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth.

- 26. <u>BINDING EFFECT OF LEASE AGREEMENT</u> This instrument shall inura to the benefit and be binding on the parties, their heirs, their partners, assignees, successors in interest and legal representatives.
- 27. <u>COMPLIANCE WITH LAWS</u>. This Lease Agreement shall in every respect comply with all applicable laws, ordinances, rules and regulations adopted by any governmental agency or regulatory body, local, state, and federal.
- 28. <u>WAIYER</u>. No waiver of any provisions of this Lease Agreement shall be valid unless in writing and signed by the person or party charged.
- 29. <u>LIMITATION OF EFFECTS OF WAIVER</u>. No delay or omission to exercise any right, power, or remedy accruing to any party on any breach or default of the other(s) under this Lease Agreement shall impair any such right, power, or remedy of either, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default occurring previously or subsequently; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring previously or subsequently. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Lease Agreement, or any waiver on the part of any party of any provision or condition of this Lease Agreement, must be in writing and shall be effective only to the extent of such writing specifically set forth. All remedies, either under this Lease Agreement or by law, or otherwise afforded to any party, shall be cumulative and not alternative.
- 30. <u>GOVERNING LAW</u>. This Lease Agreement shall be governed by and construed under the laws of the State of Illinois.
- 31. <u>WARRANTIES</u>. Each party executing this Lease Agreement hereby covenants and warrants that it is entitled to operate in the State of Illinois, and; that each has the full right, power and authority to enter into this Lease Agreement upon the terms and conditions herein set forth and to enter into the transaction contemplated herein.
- 32. <u>NOTICES.</u> All notices to be given under this Lease Agreement shall be in writing, and either personally delivered, sent by Federal Express, or mailed by United States certified or registered mail, postage prepaid. Notices should be delivered as follows:
 - (a) To the Landlord at the following address: 10909 S. Cottage Grove Chicago, IL 60628

With a copy to:

Otis C. Wright & Associates, P.C. Attn: Otis C. Wright 1 South Dearborn Street, 21st Floor Chicago, IL 60603

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(b) To the Tenant at the following address:

2521 WNorthAveUnitA Chicago, IL, 60647 With

a copy to:

Holland & Knight LLP Attn: Karl Camillucci 131 South Dearborn Street, 30th Floor Chicago, IL 60603

33. <u>ACKNOWLEDGMENT</u>. All parties hereto represent and acknowledge that prior to signing this agreement, each party has read the agreement, understood its terms and conditions, were given an opportunity to consult with counsel and did consult with counsel before signing the agreement, and voluntarily signed the agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly caused this I ease Agreement to be executed on the day and date first written above.

WITNESS/ATTEST:

LANDLORD: Salem Baptist Church of Chicago

Name (Printed)

Title:

WITNESS/ATTEST: TENANT: Chicago Collegiate Inc.

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ElizethCarrera Napleton Executive Director #12498106_vll

ACKNOWLEDGEMENT FORM	FOR LEASE AGRETMENT	
	6/12/13	ï
STATE OF ILLINOIS COUNTY OF COOK)	
) ss.	
)	

On this, the 12th day of June, 2013, before me, the undersigned party, personally appeared Elizabeth Carrera Napleton who acknowledged herself to be the Executive Director of Chicago Collegiate, Inc., an Illinois non-profit corporation, and that she as such Executive Director, being authorized to do so, executed the foregoing Lease Agreement for the purposes therein contained by signing on behalf of Chicago Collegiate, Inc.

for the purposes therein contained by signing on behalf of Chicago Collegiate, Inc. IN WITNESS WHEREOF, I hereunto set my hand and official seal. *Vff(* __fu1b:X My Commissions Ex ir s: I J O FFIC IA L SEAL STATE OF ILLINOIS COUNTY OF COOK MARIA G **MEDUGA** NOTARY PUBLIC, STAT:E OF ILLINOIS My Commission Expires October 12, 2014 On this, the 12th day of June, 2013, before me, the undersigned party, personally appeared who acknowledged hims elf/herself to be ______of Salem Baptist Church of Chicago an Illinois non-profit corporat ion , and that as such----- being authorized to do so, executed the foregoing Lease Agreement for the purposes therein contained by signing on behalf of Salem Baptist Church of Chicago. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Publi

My Commissions Expires: $O = \mathbb{Z}_{z, l''}$

OFFICIAL SEAL
MARIA G MEDUGA
NOTARY PUBLIC, STATE OF
ILLINOIS
My Commission Expires October
12, 2014

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