

**LEASE AGREEMENT BY AND BETWEEN
LINCOLNWOOD SCHOOL DISTRICT NO 74, COOK COUNTY, ILLINOIS
AND CHILDREN'S CARE & DEVELOPMENTAL CENTER**

THIS LEASE, made as of this 4th day of February, 2021, by and between Lincolnwood School District No. 74, Cook County, Illinois (hereinafter called "Landlord") and Children's Care & Development Center, an Illinois not-for-profit corporation (hereinafter called "Tenant").

WITNESSETH

WHEREAS, Landlord is the legal titleholder to the facility and adjoining grounds, commonly known as Todd Hall School located at 3925 Lunt Avenue, Lincolnwood, Illinois (hereinafter referred to as the "Premises"); and

WHEREAS, Landlord has the authority, pursuant to Section 10-22.11 of The School Code (105 ILCS 10-22.11) to lease buildings, rooms, grounds, and appurtenances for appropriate purposes, when such facilities are not required for its own educational programs; and

WHEREAS, Landlord has determined that certain portions of the Premises are temporarily and occasionally unnecessary for its educational programs; and

WHEREAS, Tenant has expressed its interest in leasing a portion of the Premises from Landlord to operate an Early Childhood program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Premises more specifically described in Exhibit A attached hereto and incorporated herein by reference, on either an exclusive or occasional and

intermittent basis and upon the terms and conditions and agreements hereinafter set forth, and Landlord and Tenant hereby agree as follows:

1. LEASE TERM. The term of this Lease shall commence on the 1st day of July, 2021 (the "Commencement Date") and end on the 30th day of June, 2026, which period shall be referred to herein as the "Lease Term". This Lease shall remain in effect for the Lease Term, unless earlier terminated in the manner specified in subsequent Sections of this Lease.

2. USE. The Premises shall be used by Tenant for the operation of an early childhood preschool program by Tenant's employees for children age six weeks through grade five, which program shall be licensed by the Illinois Department of Children and Family Services (the "Permitted Use") and no other use of the Premises shall be permitted, unless otherwise specifically addressed herein or authorized by Landlord.

3. OCCUPANCY AND RENT. Tenant shall be permitted to occupy and utilize those portions of the Premises described in Exhibit A. In general, Tenant shall be permitted to occupy and use the designated classroom areas of the Premises on an exclusive basis and certain other designated common areas of the Premises between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday on days when Landlord shall also be operating its own public educational program on the Premises. In addition, Tenant may be permitted to utilize other classrooms and common areas of the Premises on a limited basis when such areas are not otherwise required by Landlord for its own exclusive use, when adequate prior notice is provided to Landlord, and Landlord specifically consents to such use. The specific details of such occupancy may be renegotiated between the parties during the Lease Term and Exhibit A to the Lease may be revised and amended accordingly upon mutual agreement of the parties.

During the initial year of the Lease Term, Tenant agrees to pay Landlord an annual rental fee of Eighty-Three Thousand Seventeen Dollars (\$83,017) for its use of the designated areas of the Premises. Such rental fee shall be paid to Landlord in twelve equal monthly installments commencing on or before the commencement of the Lease Term and by the first day of each month thereafter during the Lease Term. During each subsequent year of the Lease Term, the annual rental fee shall increase by three percent (3.0%).

4. **CONDITION OF PREMISES.** Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representation or warranty concerning the designated areas of the Premises, with respect to the suitability, condition, or repair thereof, and Tenant accepts possession of the designated areas of the Premises in "as is" condition. No promise of Landlord to alter, remodel, improve or repair Premises, or any part thereof has been made. Any modifications to the Premises, which may be required by applicable federal or state law or local ordinance to permit Tenant to conduct its programs, as more specifically identified above as the Permitted Use, shall be undertaken at Tenant's sole expense. All damage or injury to the Premises caused by the acts or negligence of Tenant, its agents, employees, licensees, invitees, permittees, students, or visitors, shall be promptly repaired, to the satisfaction of the Landlord, by Tenant or at Tenant's election, by employees of the Landlord with the Tenant paying all direct labor, material and overhead costs within thirty (30) days of Tenant's receipt of an appropriate invoice from Landlord.

5. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall not have the right, at any time during the term hereof, except with the prior written consent of the Landlord, to make additions, alterations, changes or improvements to the Premises or any part thereof. All improvements resulting from such work shall, upon completion thereof, become the property of

the Landlord unless the written consent of the Landlord contains an express provision to the contrary. Tenant agrees, as a condition of its occupancy of the Premises, to pay all expenses applicable to any necessary modifications to the existing School security system, installation of new locks and keypad systems, which may result from Tenant's occupancy of certain portions of the Premises pursuant to the Lease.

6. TENANT'S IMPROVEMENTS. Before commencement of any work or delivery of any materials onto the Premises, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amounts satisfactory to Landlord and waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the additions, alterations, changes and improvements.

Before commencing any work by an outside contractor Tenant shall furnish Landlord with general comprehensive liability insurance satisfactory to Landlord. The coverage and limits under the policies of insurance shall be subject to Landlord's decision and approval, and shall name Landlord, its agents, officers and employees, their successors and assigns, as named insureds. Additionally, Tenant shall furnish Landlord with certificates of insurance from all outside contractors performing labor or furnishing materials that insure Landlord against any and all liabilities which may arise out of or be connected in any way with said additions, alterations, changes and improvements. If work is to be performed when students may be present on school grounds, Landlord may require proof of fingerprint-based criminal history record checks, checks of the Statewide Child Murderer and Violent Offender Against Youth Database, and/or checks of the Illinois State Police Sex Offender Registry for any individual who may be present, without cost or charge to the Landlord.

7. MAINTENANCE, CUSTODIAL AND FOOD SERVICE. During the term of this Lease, Tenant agrees to maintain those portions of the Premises that it shall utilize as more fully described in Exhibit A, in a clean, safe and orderly manner and in full compliance with all State and local laws and regulations. Tenant agrees to provide custodial services in connection with its use of the designated classrooms of the Premises and timely repair all equipment or appurtenances placed upon the Premises by Tenant. In addition, Tenant agrees to lock the designated classrooms of the Premises when they are not in use by Tenant and to lock all exterior doors of the Premises if Tenant's use of the Premises extends beyond the normal working hours of Landlord's employees. Finally, Tenant shall be responsible for all food service for and related to the operation of its program.

Landlord shall be responsible for providing custodial services for the remainder of the Premises as well as all landscaping and snow removal. In addition, Landlord shall be responsible for all maintenance and repair of roof, windows, exterior, plumbing, and mechanical systems of the Premises as well as the playground equipment and parking area.

8. UTILITIES. Landlord shall be responsible for all water, sewer, electricity, natural gas and refuse disposal charges ("Utility Charges") for the Property, including the Premises, during the Lease Term. The rental fee paid by Tenant shall include an amount equal to Landlord's estimated cost of paying those Utility Charges applicable to that portion of the Premises occupied and used by Tenant.

Tenant shall be solely responsible for all charges and costs of installation for telephone and technology hardware, wiring and service charges applicable to the Premises and Tenant's use of the Premises.

9. LIABILITY INSURANCE. Tenant agrees during the term hereof to carry general comprehensive liability insurance or public liability insurance, in the joint names of Landlord and Tenant, covering the Premises for injury or death to any person or persons, and property damage, in such amounts and with such insurance companies licensed to do business in Illinois as are satisfactory to Landlord, and with policy limits not less than those specified on Tenant's Certificate of Insurance, attached hereto and incorporated herein as Exhibit B, and to pay the premiums therefore and to deliver said policies or certificates thereof to Landlord. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it, or by independent instrument furnished to Landlord, that it will give Landlord thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled.

10. FIRE AND EXTENDED COVERAGE INSURANCE. Landlord shall secure and provide adequate fire and extended coverage insurance for the Premises. Such fire and extended coverage insurance shall not cover any items of personality, other than permanent fixtures, which Tenant or its employees, licensees, permittees, or invitees may install on the Premises. Furthermore, Landlord shall have no liability for, nor any responsibility to insure against, the loss, theft, damage or destruction of any personal property brought onto the Premises by Tenant or its employees, licensees, permittees or invitees.

11. INDEMNIFICATION. Tenant will defend, indemnify and hold harmless Landlord and its officers, the board, members of the Board of Education, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or their successors or assigns. In case Landlord or its officers,

- (b) Tenant shall make default in any payment of Rent or any other payment required to be made by Tenant hereunder when due as herein provided; or
- (c) Tenant shall use or suffer the use of the Premises for other than the Permitted Use; or
- (d) Tenant shall attempt to sell, assign, sublet, hypothecate or transfer this Lease or its interests hereunder; or
- (e) Tenant shall suffer any mechanics lien or lien by any revenue or other government officer to be placed against the Premises; or
- (f) Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant.

Upon the occurrence of any one or more of such events of default, it shall be lawful for Landlord, at its election, to declare the term of this Lease ended, and to reenter and expel, remove and put out Tenant and all persons occupying the Premises under Tenant, using such force as may be necessary in so doing, and again to repossess and enjoy the Premises, without such reentry and repossession working a forfeiture of any rental obligation to be paid and the covenants to be performed by Tenant during the full term of this Lease.

If Tenant shall default in the performance of any covenant required to be performed by it by virtue of any provision in this Lease, Landlord may, but is not required to, perform the same for the account and at the expense of Tenant. If Landlord at any time is compelled to pay, or elects to pay, any sums of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof or, if Landlord is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending

any action or proceeding instituted by reason of any default of Tenant hereunder, all sum or sums so paid by Landlord, with all interest, penalties, costs and damages, shall be due from Tenant to Landlord immediately, together with interest at the then statutorily permitted rate.

14. ASSIGNMENT. SUBLETTING OR DISASSOCIATION OF CURRENT DIRECTOR. Tenant shall not sell, assign, hypothecate, sublet, or transfer this Lease or Tenant's interest hereunder under any circumstances, without the prior written consent of the Landlord. Further, Tenant acknowledges that if the current Director/Owner of Tenant who is the signatory to this Lease shall, for any reason, cease operating Tenant's program on a direct daily basis or shall sell, assign, hypothecate, sublet or transfer her interest in Tenant's program, this Lease may be immediately terminated by Landlord, or at Landlord's sole option, be permitted to continue for such additional time and upon such additional condition as Landlord may, in its sole discretion, approve.

15. ADVERTISING. On any and all literature describing and/or advertising Tenant's program, it shall be clearly stated that Tenant is an Illinois not-for-profit corporation and that Tenant's organization and program are in no way connected to or related to Landlord. Subject to Landlord's prior written approval, Tenant may install, at its sole expense, a sign on the Premises identifying its program.

16. LAWS. ORDINANCES AND REGULATIONS. Tenant will, as required by law, comply with all applicable federal and state statutes and regulations, with all local village ordinances, with all applicable rules and orders of health officers, with the orders and requirements of the police department, and with the rules and orders of the fire department, with respect to any matter coming within their jurisdiction. Tenant specifically acknowledges that smoking (including the use of e-cigarettes or vaping devices), or the possession, use and consumption of alcoholic

beverages or controlled substances on the Premises or on school property generally is prohibited by law.

17. RIGHTS AND REMEDIES. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other remedies Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

18. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

19. TAXES. If the Premises, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed for the Lease Term and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Tenant and Landlord shall each have the right to challenge, at their own expenses, any loss of tax exempt status of the Premises.

20. TERMINATION. Notwithstanding any provisions herein to the contrary, Landlord may terminate this Lease on any anniversary of the Commencement Date, for any reason and without cause, by providing Tenant with prior written notice of such termination on or before November 1st of the then applicable Lease Year. In addition, Landlord may partially terminate this Lease and reclaim a classroom or classrooms from Tenant's portion of the Premises, at any time, by providing Tenant one hundred and twenty (120) days prior written notice of such partial

25. COUNTERPARTS. This Lease, and any extension or amendment thereto, may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Lease as if the parties had signed a single document..

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease on the date first above written.

LANDLORD

BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT
NO. 74, Cook County, Illinois

By: 
Its President

Date: 2/4/21

Attest: 
Its Secretary


Date: 2/4/21

Address:

Lincolnwood School District No. 74
6950 East Prairie Road
Lincolnwood, IL 60712
ATTN: Dr. Kimberly Nasshan

TENANT

CHILDREN'S CARE & DEVELOPMENTAL
CENTER, an Illinois not-for-profit corporation

By: 
Its Director

Date: 2/4/21

Attest: 
Its

Date: 2-4-21

Address:

Children's Care & Developmental Center
3925 W. Lunt Avenue
Lincolnwood, IL 60712
ATTN: Susan Fahey

EXHIBIT A

DESCRIPTION OF PREMISES

Tenant shall have exclusive use of Rooms 404, 405, 406, 407, 409 and the Office/Lounge in the West Wing of the Todd Hall School facility. In addition, Tenant shall be authorized to utilize on a shared basis with Landlord the West corridor hallway and the custodial closet located in that hallway.

Tenant shall also be authorized to utilize the following areas of the School facility and grounds on a non-exclusive basis:

1. The playground equipment West of the School and other play areas during school days when they are not in use by Landlord.
2. The multi-purpose room between the hours of 6:30 a.m. and 8:45 a.m. and at such other time agreed upon in advance by the School principal.
3. The gymnasium between the hours of 3:00 p.m. and 6:00 p.m.
4. Additional classrooms (art room, music room and two classrooms) between the hours of 3:00 p.m. and 6:00 p.m., subject to the Landlord's approval when available and when not reserved for use by Landlord.