

**AMEND BOARD REPORT: 00-1115-OP4 APPROVE ENTERING INTO A LEASE AGREEMENT WITH
UNCLE ABE'S DELI #2, INC. FOR RENTAL OF SPACE AT 125 SOUTH CLARK STREET AND AUTHORIZE
THE PAYMENT OF REAL ESTATE BROKERS COMMISSION TO U.S. EQUITIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with ~~Uncle Abe's Deli #2, Inc.~~ Marquette Inn No. 9, Inc. for rental of space at 125 South Clark Street, 1st Floor retail arcade space, Suite A2 and A6, and authorize payment of real estate Broker's commission to U. S. Equities Realty, LLC, in the amount of \$15,149.16. A written lease agreement is currently being negotiated. The Tenant shall not take possession of the premises nor shall any leasehold estate be created prior to the execution of the written lease agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below. This amendment is necessary to reflect the correct legal name of the Tenant and to amend the term of the Lease.

TENANT: ~~Uncle Abe's Deli #2, Inc.~~ Marquette Inn No. 9, Inc.
ADDRESS: 60 W. Adams
 Chicago, IL 60603
 Contact Person: Jim Verros
 Phone: 312-346-1292

LANDLORD: Board of Education of the City of Chicago

PREMISES: 125 South Clark Street, 1st Floor, Suites A2 and A6 – retail arcade space consisting of 1,521 rentable square feet.

USE: To be used by ~~Uncle Abe's Deli #2, Inc.~~ Marquette Inn #9, Inc., which concentrates on retail carry-out food preparations.

TERM: The term of this lease agreement is 9 years, 11 months. The lease shall commence on February 1, 2001 and shall end December 31, ~~2011~~ 2010.

RENT: The rent stated below is "Gross Rent" (annual rent \$35.00 per square feet) and includes real estate taxes and operating expense, (annual increase is 2% per year):

Year 1	February 1, 2001 to	January 31, 2002	\$	53,235.00	annually/	\$	4,436.25	per month
Year 2	February 1, 2002 to	January 31, 2003	\$	54,299.70	annually/	\$	4,524.98	per month
Year 3	February 1, 2003 to	January 31, 2004	\$	55,385.69	annually/	\$	4,615.47	per month
Year 4	February 1, 2004 to	January 31, 2005	\$	56,493.41	annually/	\$	4,707.78	per month
Year 5	February 1, 2005 to	January 31, 2006	\$	57,623.28	annually/	\$	4,801.94	per month
Year 6	February 1, 2006 to	January 31, 2007	\$	58,775.74	annually/	\$	4,897.98	per month
Year 7	February 1, 2007 to	January 31, 2008	\$	59,951.26	annually/	\$	4,995.94	per month
Year 8	February 1, 2008 to	January 31, 2009	\$	61,150.28	annually/	\$	5,095.86	per month
Year 9	February 1, 2009 to	January 31, 2010	\$	62,373.29	annually/	\$	5,197.77	per month
Year 10	February 1, 2010 to	December 31, 2011	\$	58,319.02	annually/	\$	5,301.73	per month

2010

SECURITY DEPOSIT: Upon execution of the lease Tenant shall provide a Letter of Credit to pay Landlord the sum of twelve (12) months gross rent, which shall be held by Landlord as a security deposit, for a period of the three (3) years.

REAL ESTATE BROKER'S COMMISSION: Authorize the payment of **\$15,149.16** (\$9.96 per square foot) to U. S. Equities Realty, Inc., for the brokers commission due on this transaction.

IMPROVEMENTS TO PREMISES: Landlord will deliver space in its current "as-is" condition. All work not provided by Landlord, such as reconfigurations to the interior space shall be performed by Tenant at Tenant's sole expense. The scope of any such work shall be submitted to Landlord for approval prior to the commencement of the work.

INSURANCE/INDEMNIFICATION: Tenant will maintain (1) general liability insurance with limits of not less than \$1,000,000 including Landlord and its employees as additional insureds and (2) special perils property insurance covering its contents and the Landlord's interest in leasehold improvements. Tenant will provide Landlord with a Certificate of Insurance, with the provision that Tenant must provide 30 days' prior written notice to Landlord of its intention to cancel.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Credit Income to General Fund.

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge 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.


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

Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

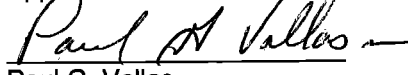
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



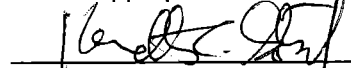
Timothy Martin
Chief Operating Officer

Approved:



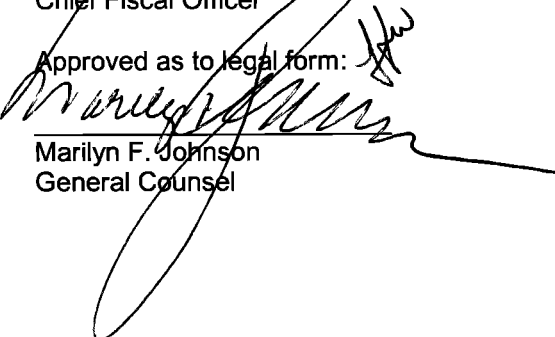
Paul G. Vallas
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel