EXHIBIT 1

Form of Lease

[Attached]

LEASE

THIS LEASE (the "**Lease**") is made and entered into this ____ day of _____, 2024 (the "**Commencement Date**"), by and between, the **CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Planning and Development ("**Department**"), and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, ("**City**") and **Teamwork Englewood**, an Illinois not-for-profit corporation ("**Tenant**"), having offices located at 815 W. 63rd Street, Suite 2, Chicago, Illinois 60621. City and Tenant each a "**Party**," and, together, the "**Parties**."

RECITALS

WHEREAS, the City is the owner of the real property located at 1534 W. 63rd Street, Chicago, Illinois 60636 (PIN 20-17-325-038-0000), which is legally described in **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Tenant desires to lease the Premises from the City for the purpose of maintaining the existing public outdoor plaza ("POP") that Tenant previously constructed on the Premises and which is depicted in the renderings in **Exhibit B** attached hereto; and

WHEREAS, the City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises to allow for Tenant's use and maintenance of the POP, as further described in **Exhibit C** attached hereto (the "**Permitted Use**"), upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above constitute an integral part of this Lease and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. LEASE OF PREMISES. The City hereby leases to Tenant, and Tenant hereby leases from the City, the Premises, upon the terms and conditions hereinafter provided. This Lease is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the Commencement Date. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to the City.

SECTION 3. TERM.

3.1 Term. The term of this Lease ("**Term**") shall commence on the Commencement Date, and shall end on the earlier of (a) the date on which Tenant no longer uses the Premises for the Permitted Use or (b) the date that is thirty-six (36) months after the Commencement Date (i.e., _____, 202_), unless sooner terminated as set forth in this Lease. Not later than six (6) months prior to the expiration of the Term, and the Term as extended, if applicable, Tenant may request in writing an extension of the Term not to exceed one (1) year, which extension the City may grant in its sole discretion. The initial Term may not be extended for more than two (2) years.

3.2 Early Termination. The City may terminate this Lease for any reason without penalty by providing Tenant with prior written notice of at least ninety (90) days at any time after the Commencement Date.

SECTION 4. RENT, TAXES, UTILITIES, NET LEASE.

4.1 Rent. The consideration for this Lease is: (a) base rent in the amount of One Dollar ($1.00) for the Term; (b) Tenant's promise to remediate the Premises in accordance with Section 5.2; (c) Tenant's promise to use, operate and maintain the Premises at no expense to the City for the Permitted Use; and (d) Tenant's promise to abide by and fully comply with the other provisions and conditions of this Lease. The term "**Rent**" as used herein means the base rent of $1.00 plus all other payments due under this Lease of any kind or nature.

4.2 Utilities. Tenant shall be responsible for supplying and paying for all utility services to the Premises. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in, or supplied to, the Premises, and shall contract for the same in its own name. The City shall have no responsibility for providing or paying for any utilities supplied to the Premises, and shall not be liable for any interruption or failure in the supply of any such utility services. The City makes no representations or warranties with respect to the capacity of the current utility facilities for Tenant's intended use of the Premises. Tenant will also procure, or cause to be procured, without cost to the City, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. The provisions of this Section 4.2 shall survive the expiration or earlier termination of this Lease

4.3 Taxes and Other Levies. Tenant acknowledges that the Premises are exempt from property taxes. Tenant shall pay when due any leasehold, real estate and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the Premises. Tenant shall pay such amounts and Tenant shall provide City with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute an Event of Default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

4.4 Net Lease. This is a completely net lease. Except as may be otherwise specifically provided in this Lease to the contrary, Tenant shall pay any and all costs and expenses of any kind relating to the Premises or arising from Tenant's use or operation of the Premises.

SECTION 5. CONDITION OF PREMISES.

5.1 Satisfaction with Condition. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in their "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, groundwater, or any other physical characteristic of the Premises; and (d) compliance of the Premises with any applicable Laws, including, without limitation, zoning and building codes and Environmental Laws. Tenant acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information provided by or on behalf of the City or its agents or employees with respect thereto. The City is not responsible for any patent or latent defects and has no obligation to perform any alterations, repairs or improvements to the Premises. Tenant agrees that it is Tenant's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Premises in a condition suitable for its intended use. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof.

5.2 Tenant's Environmental Obligations. Tenant shall, at its own cost and expense, comply with the Environmental Conditions for Leases at Sites with Identified Contamination attached hereto as **Exhibit D**.

5.3 Preparation of Premises for Permitted Use. Tenant shall be responsible, at its own cost and expense, for any Alterations (as defined in Section 8) that are needed to bring the Premises to a condition that is suitable for the Permitted Use. Tenant shall obtain the City's approval for any Alterations as required by Section 8 of this Lease and shall comply with Section 6.5 of this Lease regarding permitting for any Alterations.

SECTION 6. USE OF THE PREMISES.

6.1 Permitted Use. Tenant covenants that Tenant shall use the Premises for the Permitted Use, and for no other purpose.

6.2 Nonprofit Status. Tenant shall retain its nonprofit status during the Term.

6.3 Compliance with Laws. Tenant shall not use or occupy the Premises, or permit any portion of the Premises to be used or occupied, in a manner that would violate any Laws that may be applicable to the Premises or to the use, occupancy, repair, rehabilitation or improvement of the Premises. Contract provisions that are required to be included in this Lease by any such Laws shall be deemed included. As used in this Lease, the term "**Laws**" means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations, certificate of occupancy or other governmental requirements, now or hereafter in effect, as amended or supplemented from time to time, including without limitation, all applicable provisions of the Municipal Code of Chicago (the "**Municipal Code**"), and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

6.4 Non-Discrimination. Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof.

6.5 Permits and Licenses. Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations. Tenant shall notify the Department of any such permits or licenses. Failure to obtain a required license or permit shall constitute an Event of Default under this Lease. Tenant understands that this Lease shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

6.6 Prohibited Uses Generally. Tenant shall not use the Premises in any manner that would create excessive noise or disturb neighboring properties or otherwise constitute a public or private nuisance, (a) damage or waste the Premises or appurtenances thereto, (b) give rise to a claim of adverse possession or usage by any third party, and (c) cause a fire or safety hazard or increase the rate of insurance on the Premises. Tenant shall comply with reasonable requirements of City's risk management department as may be requested from time to time.

6.7 No Religious or Political Use. Tenant shall not use or permit the Premises to be used for any religious or political purposes.

6.8 No Alcohol or Illegal Drugs. Without exception, Tenant shall not permit the consumption of illegal drugs of any kind on the Premises. Without the prior written approval of the Commissioner of the Department (the "Commissioner"), which written approval shall be event specific, and Tenant's or its vendor's having a Special Use City Liquor License issued by the City's Department of Cultural Affairs and Special Events through a Special Event Permit, neither Tenant nor any of its vendors shall distribute alcohol on the Premises.

6.9 Competing Parking Facility. Tenant shall not operate the Premises for parking purposes or in a manner that would cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008, as amended on June 5, 2013, by and between the City of Chicago and Chicago Parking Meters, LLC.

6.10 No Tailgating. Tenant shall not permit tailgating on the Premises. For purposes of this Section 6.10, "tailgating" means "a social gathering in which food and/or drinks are served at or near the back end of a parked vehicle, other than a mobile food vendor vehicle (as described in Section 7-38-075 et seq. of the Municipal Code), before or after a public event."

6.11 Hazardous Materials. Tenant shall not permit any Hazardous Materials on the Premises, except those that are used, stored or otherwise maintained for cleaning, along with other supplies ordinarily used in the operation of Tenant's programs, so long as Tenant's use, storage and maintenance of such Hazardous Materials is in compliance with all applicable Environmental Laws and manufacturer's recommended standards and procedures, and such Hazardous Materials are present only in such quantities as are reasonably required by Tenant for operations conducted on the Premises. Tenant shall be solely responsible for any Hazardous Materials used, stored, or released in, on or about the Premises, and shall indemnify, defend and hold harmless the City from and against any Claims arising from such use, storage, disposal or release of Hazardous Materials.

As used in this Lease, the following terms shall have the following meanings:

(a) "**Claims**" means any and all claims, suits, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, sums paid in settlement of claims, arbitration or mediation awards, interest, fines, penalties, debts, liens, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, and costs of litigation (including costs of experts and consultants and court costs).

(b) "**Environmental Laws**" means any and all Laws relating to any Hazardous Materials and to the regulation and protection of human health, safety, the environment and natural resources, now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1980, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, any and all rules, regulations, orders and decrees now or hereafter promulgated under any of such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(c) "**Hazardous Materials**" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is a hazard to the environment or to the health or safety of persons.

6.12 Compliance with City Agreements. If the City and Tenant enter into any agreements in the future funding of Tenant's operations, or if any such agreements currently exist, Tenant's default under such agreements then in effect beyond any applicable notice and cure periods contained therein shall constitute an Event of Default under this Lease. In addition to any rights and remedies available to the City under such other agreements, the City may pursue any rights and remedies available under this Lease.

6.13 Compliance with City Requirements. Tenant covenants and agrees to abide by, and contractually obligate and cause its contractors to abide by, the terms set forth in **Exhibit E** hereto.

6.14 Economic Disclosure Statement Updates. Upon the City's request throughout the Term, Tenant shall provide the City with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement. Failure to provide such information on a timely basis shall constitute an Event of Default under this Lease.

SECTION 7. MAINTENANCE AND REPAIR; CITY'S RIGHT TO INSPECT.

7.1 Tenant's Duty to Maintain Premises. Tenant shall, at its sole expense, operate and maintain or cause others to operate and maintain the Premises in a state of good order, condition and repair and in compliance with all applicable Laws during the Term. Without limiting the generality of the foregoing, Tenant shall, at its sole expense:

(a) make all repairs necessitated by vandalism or misuse of the Premises, equipment therein and appurtenances thereto;

(b) promptly remove all snow, ice, litter, debris and weeds from the Premises and any and all sidewalks abutting the Premises and entrances;

(c) remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition;

(d) at all times exercise due diligence in protecting the Premises against damage or destruction;

(e) provide all security for the Premises;

(f) provide and pay for all custodial service, scavenger service, and grounds maintenance for the Premises;

(g) provide and maintain adequate first aid equipment to serve the potential needs of Tenant's employees, invitees, visitors, agents and contractors in their use of the Premises; and

(h) perform preventive maintenance as is customarily performed by prudent property owners.

7.2 Right of Access. Without limiting any other rights reserved or available to the City under this Lease, at law or in equity, the City reserves for itself and its agents, representatives and employees, the right to enter upon the Premises at any time and for any purpose.

SECTION 8. ALTERATIONS. Tenant shall not make any alterations, additions and/or improvements ("**Alterations**"), including any fencing or land grading, in or to the Premises without the prior written consent of the Commissioner, which consent may be granted or withheld in the Commissioner's sole discretion. Prior to commencement of construction of any Alterations, Tenant shall deliver to the City evidence that it has funding to complete all Alterations and any required building permits and other governmental authorizations covering the Alterations. Tenant shall make all Alterations at its sole cost and expense and shall promptly pay for any work done (or materials furnished therefor) in, on or about the Premises. During construction of the Alterations, Tenant shall require its contractors to maintain insurance in accordance with the insurance requirements set forth in **Exhibit F** attached hereto. All Alterations shall (a) be completed in accordance with plans approved by the City, subject to a firm outside date for completion which shall be reasonably determined by the City, based on the extent and nature of the Alterations, at the time the City consents to the same, (b) be carried out in a good, workmanlike and prompt manner, (c) comply with all applicable Laws, (d) be performed only by bondable, licensed contractors, and (e) be subject to monitoring and inspection by the City or its employees, agents or contractors. Upon completion of any Alterations, Tenant shall deliver to the City a reproducible copy of the "as built" drawings of the Alterations and, if applicable, CAD files. All

Alterations, except Tenant's furniture, moveable trade fixtures, equipment and other personal property (collectively, "**Personal Property**"), shall become the property of the City at the expiration or termination of this Lease without any obligation on the City's part to pay for any of the same. At the City's request, Tenant shall execute a deed or bill of sale in favor of the City, with respect to such Alterations. Notwithstanding the foregoing, Tenant shall remove all or any portion of such Alterations on the expiration or termination of this Lease if the City specifically so directs in writing.

SECTION 9. ASSIGNMENT, SUBLEASE, AND LIENS

9.1 Assignment and Sublease. Tenant may not assign this Lease in whole or in part by operation of law or by any process or proceeding of any court or otherwise, nor sublease all or any part of the Premises, without the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion. Any assignment or sublease, without the City's prior written consent, at the City's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the City.

9.2 Tenant's Covenant against Liens and other Encumbrances. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to the City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 10. INSURANCE. At all times during the Term, Tenant and its contractors (as applicable) shall maintain coverage that meets the minimum requirements as set forth in **Exhibit F** hereto.

SECTION 11. FULL LIABILITY; INDEMNIFICATION.

11.1 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises during the Term.

11.2 Indemnification. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all Claims for death or injury to any person, including Tenant's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising out of or incidental to Tenant's performance or non-performance of this Lease, or the acts or omissions of Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises, except to the extent caused by the negligence or willful misconduct of City, its agents and employees. Upon notice from the City

of any Claims which the City believes to be covered hereunder, Tenant shall timely appear in and defend all suits brought upon such Claims and shall pay all costs and expenses incidental thereto, but City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Tenant of any of its obligations hereunder. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Lease and those allowed under applicable Laws. This Section shall survive the expiration or earlier termination of this Lease.

SECTION 12. DAMAGE OR DESTRUCTION.

12.1 If the Premises are rendered substantially untenantable by fire or other casualty, and if such damage cannot, in the City's sole judgment, be materially restored within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), then the City or Tenant may terminate this Lease, by notice given to the other within sixty (60) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. The term "untenantable" includes any material adverse effect on the Premises and Tenant's use thereof or access thereto, including the inability of Tenant to lawfully occupy or use any part of the Premises by reason of any order of any governmental authority, whether or not the Premises are physically damaged. For purposes hereof, the Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the same.

12.2 If this Lease is not terminated pursuant to Section 12.1, then Tenant shall proceed with all due diligence to repair and restore the Premises. If Tenant fails to complete such repairs and material restoration within ninety (90) days after the date of such fire or other casualty, the City may, at its option and as its sole remedy, terminate this Lease by delivering written notice to Tenant, whereupon this Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes in construction requested by the City or other causes beyond the reasonable control of Tenant, the period for restoration, repair or rebuilding shall be extended for the amount of time Tenant is so delayed. Tenant shall be solely responsible for and shall pay the amount of any deductible or self-insured retention under all applicable insurance policies and any underinsured amounts. The entire insurance award shall be held in escrow but available to Tenant to use for the repair and restoration of the Premises. If this Lease is terminated pursuant to Section 12.1, then the entire insurance award shall be paid to the City, except Tenant shall receive the portion of the insurance proceeds payable with respect to Tenant's Personal Property.

SECTION 13. CONDEMNATION. If the whole or any part of the Premises are taken or condemned or purchased under threat of condemnation by any governmental authority, the Term shall cease and terminate as of the date when the condemning authority takes possession of the Premises, and the City shall be entitled to receive the entire award, except Tenant shall receive the portion of the award payable with respect to Tenant's Personal Property.

SECTION 14. PERFORMANCE AND BREACH.

14.1 Event of Default. The occurrence of any one or more of the following shall constitute an "**Event of Default**" under this Lease:

(a) the failure of Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Tenant under this Lease, including without limitation, failure to maintain required insurance coverage(s), failure to maintain and operate the Premises in accordance with the terms of this Lease, failure to use the Premises for the Permitted Use, failure to comply with the provisions of **Exhibit E** (City Requirements), or failure to maintain its nonprofit corporate status;

(b) the making or furnishing by Tenant of any warranty, representation, statement, certification, schedule or report to the City (whether in this Lease, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Lease (unless bonded or insured over) upon the Premises, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against Tenant or for the liquidation or reorganization of Tenant, or alleging that Tenant is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Tenant's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Tenant; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within one hundred eighty (180) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for Tenant, for any substantial part of Tenant's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Tenant; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within one hundred eighty (180) days after the commencement thereof; and

(f) the dissolution of Tenant.

14.2 Cure. If Tenant defaults in the performance of its obligations under this Lease, Tenant shall have fourteen (14) business days after written notice of default from the City to cure the default, or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Lease, or such longer period as is reasonably necessary to remedy such default provided Tenant promptly commences such cure and thereafter continuously and diligently pursues such remedy to completion, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises.

14.3 Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 14.2 above, the City, in addition to any other rights and remedies available to it at law or in equity, shall have the right, without any further notice to Tenant, to terminate this Lease. Upon termination of this Lease, Tenant shall peaceably surrender possession and vacate the Premises immediately, and deliver possession thereof to the City in accordance with all of the

requirements of this Lease with regard to termination, and Tenant hereby grants to the City the full and free right to enter into and upon the Premises and to repossess the Premises as the City's former estate and to expel or remove Tenant and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing any right given the City hereunder or by operation of law. Tenant shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the City in recovering sums due hereunder, recovering possession of the Premises, or pursuing the City's rights and remedies against Tenant or any assignee, sublessee or other transferee.

14.4 Remedies Cumulative. All remedies contained in Section 14.3 shall be cumulative, and every remedy contained in Section 14.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient.

14.5 No Waiver. No waiver by the City with respect to any specific default by Tenant shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Tenant, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing. The acceptance by the City of any payment due hereunder after the termination by the City of this Lease, shall not, in the absence of agreement in writing to the contrary by the City, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to the City.

SECTION 15. COVENANT OF QUIET ENJOYMENT. The City covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall peaceably and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term.

SECTION 16. SURRENDER OF PREMISES.

16.1 Condition on Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to the City in the condition required by this Lease, with normal wear and tear and casualty excepted, and shall remove all Personal Property and dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). If Tenant does not remove its Personal Property from the Premises as aforesaid, the City may, at its option, remove the same and deliver such property to any other place of business of Tenant or warehouse the same and restore the Premises pursuant to the requirements of this Lease, or the City may treat such Personal Property as being conveyed to the City with this Lease as through a bill of sale, without further payment or credit by the City to Tenant, or the City may sell, destroy, or otherwise dispose of such Personal Property without notice to Tenant or to any other person and without obligation to account for such property. Tenant agrees to pay for any removal, delivery, warehousing or disposal costs the City may incur, including without limitation, the cost of repairing any damage to the Premises, on demand, with interest accruing from the date of such City payment at the rate of 12% per annum. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

16.2 Holding Over. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration or earlier termination of this Lease, except in connection with the removal of Tenant's Personal Property under Section 16.1. Any such holding over by Tenant shall be construed to be a tenancy from month to month, and Tenant shall be liable for all damages, direct and consequential, incurred by the City as a result of such holdover. For each month or portion thereof Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, Tenant shall pay the City an amount equal to the fair market rental value of the Premises at that time, as reasonably determined by the City. Acceptance of said rent shall not constitute a waiver by the City of any re-entry or other rights provided for under this Lease or by Law nor shall it be deemed an extension or renewal of the Term without a written election thereof by the City. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 17. MISCELLANEOUS.

17.1 Notice. Any notice, request, demand or communication required or permitted to be given hereunder shall be sent in writing to the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier with electronic tracking; or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to Tenant:	Teamwork Englewood 815 W. 63rd Street, Suite 2 Chicago, IL 60621 Attn: Executive Director
With a copy to:	_____ _____ _____ Chicago, IL 606__ Attn: _____

Any notice, request, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, request, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, request, demand or communication sent pursuant

to clause (c) shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, requests, demands or communications shall be given. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 17.1 shall constitute delivery.

17.2 Amendments. From time to time, the Parties may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or the City's administration of this Lease, including but not limited to the expansion or reduction of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and Tenant. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

17.3 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of the City and Tenant, respectively, and that by their execution of this Lease, it became the binding obligation of the City and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

17.4 Binding Effect of Lease. This Lease and all terms, provisions, covenants and conditions contained in this Lease shall apply to, be binding upon and shall inure to the benefit of and be enforceable by each of the Parties and the respective successors and permitted assigns of the Parties.

17.5 Captions and Section Numbers. The titles of the sections, paragraphs and subparagraphs of this Lease are for convenience of reference only and are not to be considered in construing this Lease.

17.6 Confirmation of Dates. Promptly after the occurrence of any date relevant to the Parties' rights or obligations under this Lease, the Parties shall enter into a memorandum reasonably satisfactory to each of them (and in recordable form, if appropriate), memorializing such date. The failure of the Parties to enter into any such memorandum shall not invalidate or in any way diminish the effectiveness of the actual date(s) to be set forth in the memorandum.

17.7 Construction. This Lease shall be subject to the following rules of construction, unless the context clearly indicates to the contrary:

(a) The term "including" or "include" means "including, but not limited to."

(b) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural as the context may require.

(c) Whenever the singular number is used in this Lease, the same shall include the plural and vice versa as the context may require.

(d) Unless otherwise indicated, references to a section, schedule, or exhibit means a

section, schedule, or exhibit of this Lease.

17.8 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any Party shall be considered to have the same binding effect as an original signature.

17.9 Covenants in Subcontracts. All obligations imposed on Tenant under this Lease pertaining to the maintenance and operation of the Premises are deemed to include a covenant by Tenant to insert appropriate provisions in all subcontracts covering work under this Lease and to enforce compliance of all subcontractors with the requirements of those provisions.

17.10 Entire Agreement. This Lease, together with all exhibits attached hereto, embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party, relative to the subject matter hereof which are not expressly set forth herein. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the Parties and supersedes all previous written or oral agreements regarding the subject matter hereof.

17.11 Force Majeure. Whenever a period of time is provided in this Lease for either Party to do or perform any act or thing, such Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the Party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

17.12 Governing Law. This Lease shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the choice of law provisions of the State of Illinois.

17.13 Jurisdiction, Venue and Forum. Each Party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Lease shall be litigated only in courts within Chicago, Illinois. Each Party hereby consents to the jurisdiction of any local, state or federal court located within Chicago, Illinois, and hereby waives any objections each Party may have based on improper venue or *forum non conveniens* to the conduct of any proceeding instituted hereunder. Neither Party waives any right to seek a jury trial, if such right is available.

17.14 Limitation of Liability. No official or employee of the City shall be personally liable to Tenant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Tenant from the City or any successor in interest or on any obligation under the terms of this Lease.

17.15 Limitation to Capacity as the Landlord. The Parties acknowledge that all references to the "City" herein shall refer only to the City in its capacity as the landlord under this Lease. The term "City" and the duties and rights assigned to it under this Lease exclude any action, omission or duty of the City when performing its governmental functions. Any action, omission or circumstance arising out of the performance by the City of the City's governmental functions shall not cause or constitute a default by the City under this Lease or give rise to any rights or Claims against the City in its capacity as the landlord hereunder, it being acknowledged that Tenant's

remedies for any injury, damage or other claim resulting from any such action, omission or circumstances arising out of the governmental functions of the City shall be governed by the laws and regulations concerning Claims against the City as a governmental authority.

17.16 Municipal Marketing Efforts. The City shall have the right, at the City's sole discretion, but not the obligation, to install a digital advertising sign on the Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

17.17 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to City. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

17.18 No Principal/Agent or Partnership Relationship. Nothing in this Lease shall be deemed or construed by the Parties, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the Parties or otherwise, it being understood and agreed that no provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contracting parties. Nothing in this Lease is intended nor shall be deemed to grant to either Party any power, right or authority to bind or otherwise contractually obligate the other Party.

17.19 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable Laws, and all such rights, powers and remedies are intended to be limited to the extent necessary so that they shall not render this Lease invalid or unenforceable under any applicable Laws.

17.20 Recording. Either Party may record this Lease or any amendment hereto in the Office of the Clerk of Cook County, Illinois, Recordings Division.

17.21 Rule of Construction Inapplicable. The Parties acknowledge and confirm that their respective attorneys have participated jointly in the review and revision of this Lease and that this Lease has not been written solely by counsel for one of the Parties. The Parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting Party shall not be employed in the interpretation of this Lease to favor either Party against the other.

17.22 Severability. If any provision of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.23 Survival. Each provision of this Lease containing rights and obligations that by their nature require the payment of money or the performance of obligations after the expiration or earlier termination of the Term shall survive any such expiration or earlier termination. Any express statement of survival contained in any section shall not be construed to affect the survival of any other section, which shall be determined under this section.

17.24 Third Party Beneficiaries. This Lease is not intended to confer upon any person or entity other than the Parties, any rights or remedies hereunder.

17.25 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF PLANNING AND DEVELOPMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Senior Counsel

TENANT:

TEAMWORK ENGLEWOOD,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____