W. PAYTON HI.S.

GROUND LEASE

Dated as of November 6, 2000

by and between

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, Lessor

and

MOODY BIBLE INSTITUTE, Lessee

GROUND LEASE

THIS GROUND LEASE (the "Lease"), dated as of this <u>6</u> day of <u>November</u>, 2000, is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate ("Lessor") and Moody Bible Institute, an Illinois not-for-profit corporation ("Lessee").

WITNESSETH:

ARTICLE ONE PREMISES; FACILITY

Section 1.1. Lessor, for and in consideration of the payment of rent and other consideration as hereinafter set forth and the covenants, agreements, provisions and conditions herein to be performed by Lessee, hereby leases to Lessee the real estate legally described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Land"), located at the Northwest corner of Oak Street and Wells Street in the City of Chicago, County of Cook and State of Illinois.

Section 1.2. Lessee shall maintain on the Land the improvements, including, but not limited to, an athletic field and a running track (the "Improvements"), in accordance with the terms herein. It is understood that Lessee will pay a portion of the cost of the Improvements, as more fully described in Article Four. The Improvements and the Land together shall be referred to herein as the "Leased Premises."

Section 1.3. Lessor warrants that it is the beneficial owner of the fee simple title to the Land and has full authority to enter into and execute this Lease. Lessor further warrants that there are no liens, judgments or impediments of title on the Land.

ARTICLE TWO TERM

Section 2.1. Lessee shall have and hold the Leased Premises, with all the rights, privileges, easements and appurtenances thereunto attaching and belonging, for a term of twenty-five (25) years commencing on January 1, 2001 and ending on December 31, 2025 (the "Initial Term"), unless sooner terminated as herein set forth.

Section 2.2. Providing Lessee is not in default hereunder, Lessee shall have the option to renew this Lease for an additional twenty-five (25) years on the same terms and conditions contained herein, by giving Lessor written notice of Lessee's intent to renew by June 30, 2025 ("Renewal Term").

ARTICLE THREE RENT; OTHER CONSIDERATION

Section 3.1. As and for the payment of rent from Lessee to Lessor, Lessee shall maintain the Leased Premises at all times during the Initial Term and the Renewal Term, if applicable. Such maintenance shall include that level of service required to maintain the Improvements on the Land in a suitable condition for Lessee's and Lessor's planned uses and in accordance with the standards of other facilities in the area maintained by Lessee.

Section 3.2. Lessee shall also grant to Lessor for the Initial Term and the Renewal Term the right to use, at no charge, certain of its facilities for the students at the Walter Payton High School, as more fully described on Exhibit B attached hereto and incorporated herein.

ARTICLE FOUR IMPROVEMENTS TO THE LAND

Section 4.1. Lessor shall cause the Improvements to be made upon the Land in accordance with those certain architectural plans created by De Stefano & Partners dated September 25, 2000. Lessee agrees to pay to Lessor, on the first day of the Initial Term of this Lease or on the first day of beneficial occupancy of the Lease Premises, whichever is later, the sum of \$500,000 for a portion of the cost of such Improvements. All costs and expenses in excess of this amount shall be assumed and paid for by Lessor.

Section 4.2. The Improvements shall be erected and constructed by Lessor's contractor, and shall be designed by and constructed under the supervision of a competent and reliable architect or construction engineer, and shall conform to the requirements of all ordinances, laws and regulations then in force. The Improvements shall be made and performed in a good and professional manner with new materials and in compliance with all applicable ordinances, laws and regulations.

Section 4.3. The Improvements shall not be removed or torn down or any alterations made thereon which will diminish the value of the Leased Premises, without the written consent of Lessor. Lessee shall have the right, in its sole discretion, to make such reasonable changes, alterations and additions to the Improvements as Lessee desires; provided, however, all such changes, alterations and additions shall be made in a workmanlike manner and in compliance with all applicable ordinances, laws and regulations. Lessor hereby grants Lessee the right to (i) install lighting for the athletic field located on the Leased Premises; (ii) install a plaque near the athletic field located on the Leased Premises in remembrance of the Solheim family, and (iii) install other appropriate signage on the Leased Premises regarding the use of the Improvements.

Section 4.4. The Improvements and all alterations, additions and improvements thereto shall become a part of the Leased Premises and upon the termination of this Lease for any reason whatsoever, shall remain with and be surrendered to Lessor as a part of the Leased Premises.

ARTICLE FIVE TAXES AND ASSESSMENTS

Section 5.1. Lessee shall bear, pay and discharge all water rates, real estate taxes, leasehold taxes, and all other taxes, charges for revenue or otherwise, assessments and levies, general and special, ordinary and extraordinary, of every name, nature and kind whatsoever which may be taxed charged, assessed, levied or imposed (the "Impositions") on the Leased Premises during the Initial Term and the Renewal Term. Lessor agrees to cooperate fully with Lessee in seeking exemptions or waivers from such Impositions upon the request of Lessee.

Section 5.2. Lessee shall pay all of the Impositions before they become delinquent, before the occurrence of any sale of forfeiture of the Leased Premises or any part thereof, and within adequate time to prevent the appointment of a receiver for nonpayment of any of the Impositions on the Leased Premises or any part thereof.

Section 5.3. Lessee shall obtain and deliver to Lessor original receipts or copies thereof indicating the payment of the Impositions.

Section 5.4. Lessor shall, at its option, have the right at all times during the Initial Term or any Renewal Term to pay any Impositions (without inquiring into the validity thereof) remaining unpaid after the same have become delinquent; provided that Lessor shall give notice to Lessee at least five (5) business days prior to such payment. Lessor shall have the further right to pay, cancel and clear off all Impositions, or any part thereof, and to redeem the Leased Premises, from the same or any of them, from time to time, and that the amounts so paid, including reasonable expenses, shall be reimbursed by Lessee to Lessor within ten (10) days after demand for reimbursement therefor, with interest at the rate of 14% per annum from the date of the payment thereof by Lessor until the repayment thereof to Lessor by Lessee.

Section 5.5. Lessee shall have the right in good faith to contest by appropriate legal proceedings the payment of any Impositions; provided, however, that Lessee, prior to the date when such Impositions would be delinquent if not contested gives notice in writing to Lessor of its intention to contest such Impositions, and deposits with Lessor cash or marketable securities (or, at the option of Lessor, a surety bond) satisfactory to Lessor in an amount equal to the amount of such contested Impositions, which security shall be held by Lessor until the Leased Premises shall be relieved and discharged from any such contested Impositions and shall thereupon be returned by Lessor to Lesser, less the amount of any loss, cost damage and expense, including reasonable attorney's fees, that Lessor may sustain in connection with the contested Impositions. Lessor shall cooperate with Lessee in good faith in any legal proceedings commenced pursuant to this Section.

ARTICLE SIX USE OF PREMISES

Section 6.1. Lessee acknowledges that the Leased Premises are to be used by the students at the Walter Payton High School in coordination with Lessee's uses. During such times as Lessor is not using the Leased Premises, Lessee shall have the right to so use the Leased Premises pursuant to a schedule mutually agreed upon between Lessee and Lessor. During such uses, Lessor and Lessee shall be completely responsible for the proper supervision, safety, and conduct of its students and each party shall save harmless, indemnify and defend the other party from any damage or destruction of the Leased Premises or Improvements or from any claims or liability for personal injury, including death, or property damage related to such use.

Section 6.2. No portion of the Leased Premises shall be used for any purpose in violation of the laws of the United States of America, the State of Illinois, the ordinances (including the zoning ordinances) of the City of Chicago or the rules or regulations of any other governmental body within whose territorial jurisdiction the Leased Premises lie.

Section 6.3.(a) Lessee shall not permit any unlawful or immoral practice to be carried on in the Leased Premises by Lessee or by any other person, nor permit the Leased Premises to be used for any purpose that will injure the reputation of Lessor or the Leased Premises. Lessee shall not permit alcoholic beverages to be used, sold or stored on the Leased Premises at any time nor permit any person to be in an intoxicated condition in or about the Leased Premises and shall not cause or permit to be caused any disturbance in or about the Leased Premises.

(b) Lessor shall not permit any unlawful or immoral practice to be carried on in the Leased Premises by Lessor or by any other person, nor permit the Leased Premises to be used for any purpose that will injure the reputation of Lessee or the Leased Premises. Lessor shall not permit alcoholic beverages to be used, sold or stored on the Leased Premises at any time nor permit any person to be in an intoxicated condition in or about the Leased Premises and shall not cause or permit to be caused any disturbance in or about the Leased Premises.

Section 6.4. Neither Lessor nor its members, directors, officers, employees and agents shall be liable for any damage, loss or injury to Lessee or to any person claiming through Lessee for injury to person or damage to or loss of property wherever located from any cause.

ARTICLE SEVEN CARE AND MAINTENANCE

Section 7.1. Lessee shall for the entire Initial Term and any Renewal Term keep the Leased Premises in a clean and wholesome, insurable and good tenantable condition, ordinary wear and tear excepted, and in compliance with all applicable ordinances, laws and regulations in effect at the time.

Section 7.2. Notwithstanding and without limiting the generality of Lessee's obligation in Section 7.1 above, Lessee shall, at its own expense, cause the Leased Premises and all sidewalks and areas in front, at the sides and in the rear thereof to be kept in a manner consistent with the standards of other facilities in the area maintained by Lessee, and provide all day-to-day maintenance services for the Leased Premises consistent with the standards of other facilities in the area maintained by Lessee.

ARTICLE EIGHT INSPECTION OF LEASED PREMISES

Section 8.1. Lessor and any authorized representatives of Lessor shall have the right to enter the Leased Premises at all reasonable times during usual business hours for the purpose of inspecting the same. Any such inspections shall be solely for Lessor's purposes and may not be relied upon by Lessee or any other person.

ARTICLE NINE INSURANCE

Section 9.1. Both Lessee and Lessor, each at their own expense, shall procure and maintain insurance covering the Leased Premises. All insurers shall be licensed by the State of Illinois and rated A, X or better by A.M. Best or a comparable rating service. All insurance policies shall provide for losses to be adjusted and made payable to Lessor and Lessee, as their interests may appear. All insurance policies shall provide that each other is an additional insured. Prior to execution of this Lease, each party shall submit to the other satisfactory evidence of insurance coverage. Minimum insurance requirements are:

a. Fire and Casualty coverage insuring the full replacement value of the Improvements;

b. Builders' Risk insurance during any time additions, alterations or improvements are made thereto;

c. Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury and property damage liability inclusive of independent contractors, contractual liability for this Lease and products/completed operations coverage maintained for not less than one (1) year following termination of this Lease;

d. Umbrella or excess liability insurance with limits of not less than \$1,000,000 per occurrence.

Section 9.2. In the event Lessee fails at any time to insure or keep insured the Leased Premises, Lessor may, at its own election, procure or renew such insurance, and pay the premium thereof and the amount so paid shall be deemed additional Rent hereunder and shall be immediately due and payable to Lessor.

Section 9.3. In case of damage to the Leased Premises or the destruction thereof, Lessee shall repair or rebuild the Improvements as soon as practicable and in conformance with the requirements of this Lease. Provided, however, that if the Leased Premises is damaged or destroyed within the final twelve (12) months of the Initial Term or Renewal Term of this Lease, as the case may be, Lessee may, at its option exercised in writing within thirty (30) days of such damage or destruction, return the Leased Premises to its original condition within thirty (30) days of such notice, ordinary wear and tear excepted, and terminate this Lease. All insurance monies shall be held in trust by Lessor during the rebuilding process. Upon completion of such repairs or rebuilding, and the discharge of any liens, any surplus insurance money shall be paid to Lessee.

ARTICLE TEN INDEMNITIES

Section 10.1. To the fullest extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party, its members, officers, directors, agents and employees against and from any and all loss, cost, expense (including reasonable attorneys' fees), liability, suits, claims, injuries, damages, fines, penalties or the like of any and every kind, nature and description whatsoever by or on behalf of any person or persons, firm or firms, corporation or corporations including those related to or in connection with the conduct and operation of a party's use of the premises arising from any breach or default of performance of any covenant or agreement of a party's part to be performed pursuant to the terms of this Lease; or arising from any alleged or actual acts of negligence or neglect of the other party, its employees, agents, contractors, licensees and/or guests; or arising from any accident, injury or damage resulting from, relating to, or arising in connection with the conduct of a party, the operation or possession of the Leased Premises by a party (excepting therefrom injuries or damages arising from an act of negligence on the part of a party, its agents or employees), caused to any person, firm or corporation in or about the Leased Premises; and from and against all costs, counsel fees, expenses and/or liabilities incurred in or about any such claim or action or proceeding thereon. Each party agrees that the indemnification and hold harmless agreements contained herein shall apply to loss, cost, expense (including reasonable attorney's fees), liability, suits, claims, injuries, damages, fines, penalties and the like which accrue during the Initial Term or any Renewal Term regardless of when such claims are made.

ARTICLE ELEVEN NOTICES

Section 11.1. All notices required pursuant to the terms of this Lease shall be in writing and shall be deemed properly served if (i) delivered in person, (ii) sent by registered or certified mail, postage prepaid and return receipt requested, three business days following the date of such mailing, or (iii) sent by overnight express courier, on the date following the date of deposit with such courier provided such courier shall have confirmed delivery, and when addressed in each such case:

If to Lessor:	Department of Operations Board of Education of the City of Chicago 125 S. Clark Street, 16 th Floor Chicago, Illinois 60603 Attention: Chief Operating Officer
with a copy to:	General Counsel Department of Law Board of Education of the City of Chicago 125 South Clark Street, 7 th Floor Chicago, Illinois 60603
If to the Lessee:	Moody Bible Institute Vice President of Operations 820 North LaSalle Street Chicago, Illinois 60610-3284
with a copy to:	Moody Bible Institute General Counsel 820 North LaSalle Street, Box GC-1000 Chicago, Illinois 60610-3284

or at such other address as Lessor or Lessee shall specify as its respective address for purposes of this Lease.

ARTICLE TWELVE ASSIGNMENT OF LEASE

Section 12.1. Lessee shall not assign, sublet, transfer, set over or convey in whole or in part, or otherwise, by any act or deed, its interest and estate in the Leased Premises, or any part thereof, or in the leasehold estate created by this Lease, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

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ARTICLE THIRTEEN DEFAULT

Section 13.1. Any of the following occurrences or acts shall constitute an event of default ("Event of Default"):

a. failure of the Lessee to pay the Lessor for its portion of the cost of the construction of the Improvements on the Leased Premises as provided herein;

b. default by Lessee in the maintenance of the Leased Premises or the grant of usage of Lessee's facilities and the continuation of such default without good faith efforts at remedy, for ten (10) days after written notice thereof to Lessee; or

c. default by Lessee in the performance or observance of any other covenant, agreement, condition or undertaking to be kept, observed or performed by Lessee, and the continuation of such default for thirty (30) days after written notice thereof to Lessee (provided, however, that in the case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period, if Lessee shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within such failure may be cured shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence).

d. default by Lessor in the performance or observance of any covenant, agreement, condition or undertaking to be kept, observed or performed by Lessor, and the continuation of such default for thirty (30) days after written notice thereof to Lessor (provided, however, that in the case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period, if Lessor shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within such failure may be cured shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence).

Section 13.2. If an Event of Default by Lessee shall have occurred and be continuing, except as provided in Section 13.1 above, Lessor may, at its election, terminate this Lease by written notice to Lessee, and may re-enter the Leased Premises, pursuant to due process of law, and may expel, remove and put out Lessee and every other person occupying the Leased Premises, using such force as may be necessary in so doing, and shall thereupon repossess and enjoy the Leased Premises.

Section 13.3. If an Event of Default by Lessor shall have occurred and be continuing, except as provided in Section 13.1 above, Lessee may, at its election: (1) terminate this Lease at any time thereafter during the continuance of that default by written notice to Lessor, and Lessee shall be relieved of any and all liability under this Lease; or (2) perform any such covenant, agreement, condition or undertaking to be kept, observed or performed by Lessor, and any money advanced or expenses incurred in so doing shall be and become due and owing from the Lessor to Lessee on demand, provided also that Lessee may

deduct the amount of all such indebtedness form rent.

ARTICLE FOURTEEN LIENS

Section 14.1. Nothing contained in this Lease shall authorize Lessee to do any act which shall in any way encumber the title of Lessor in and to the Leased Premises, nor shall the interest or estate of Lessor therein be in any way subject to any claim by way of lien or encumbrance, whether claimed by operation of law, or by virtue of any express or implied contract by Lessee, and any claim to a lien upon the Leased Premises, arising from any act or omission of Lessee, shall accrue only against the leasehold estate of this Lessee, and shall in all respects be subject to the paramount title and rights of Lessor in and to the Leased Premises.

ARTICLE FIFTEEN SURRENDER UPON TERMINATION

Section 15.1. Upon expiration or termination of this Lease by forfeiture, lapse of time or default, Lessee shall at once surrender and deliver up to Lessor the Leased Premises and the Leased Premises (including both the Land and the Improvements) shall belong to Lessor, and no compensation shall be allowed or paid to Lessee in connection with such surrender and delivery, except as provided herein.

ARTICLE SIXTEEN REMEDIES CUMULATIVE

Section 16.1. No remedy herein or otherwise conferred upon, or reserved to Lessor or Lessee shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Lessor or Lessee may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission by Lessor or Lessee to exercise any right or power arising from any default shall impair any such right or power, or shall be constructed to be a waiver of any such default, or an acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or waiver of acquiescence in or consent to any further or succeeding breach of the same covenant.

ARTICLE SEVENTEEN CONDEMNATION OR ZONING CHANGE

Section 17.1. If, during the Initial Term or any Renewal Term (i) all of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or

by right of eminent domain, or shall be sold to a condemning authority under threat of condemnation, or (ii) a portion of the Leased Premises is so taken or sold so that the remaining portion of the Leased Premises cannot, after restoration, be economically used by Lessee for the purpose intended (as determined in good faith by Lessee, then this Lease shall, at the option of Lessee, terminate effective as of the date of taking or zoning change, as the case may be.

Section 17.2. In the event of such taking, each party shall have the right to make a claim for and pursue its own damages.

ARTICLE EIGHTEEN COVENANTS TO RUN WITH LEASED PREMISES

Section 18.1. All covenants, agreements, conditions and undertakings in this Lease shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the respective parties hereto the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the Leased Premises, and wherever in this Lease, reference is made to either of the parties hereto it shall be held to also include and apply to, wherever and whenever applicable, the heirs, successors, legal representatives and assigns of such party the same as if in each and every case so expressed.

ARTICLE NINETEEN NO MERGER OF TITLE

Section 19.1. There shall be no merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate in the Leased Premises by reason of the fact that this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate may be held by or for the account of any person who shall own the fee estate in the Leased Premises; and no such merger shall occur unless and until all persons at the time having an interest in this Lease, or the leasehold estate created by this Lease shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE TWENTY QUIET ENJOYMENT

Section 20.1. So long as Lessee maintains the Leased Premises and grants Lessor usage of its facilities as provided herein and performs all of its other obligations hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises without hindrance or ejection by Lessor. This covenant shall be construed as a covenant running with the Leased Premises.

ARTICLE TWENTY-ONE COMPLIANCE WITH LAWS

Section 21.1. Lessee shall, at all times during the Initial Term and any Renewal Term, comply (and shall cause its employees and agents to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Lease. Lessor's use of the Leased Premises shall likewise comply with all applicable laws, codes, statutes, ordinances and regulations

ARTICLE TWENTY-TWO 105 ILCS 5/34 PROVISIONS

Section 22.1. This Lease is not legally binding on Lessor 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.

Section 22.2. Each party to this Lease hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

ARTICLE TWENTY-THREE GOVERNING LAW

Section 23.1. This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

ARTICLE TWENTY-FOUR ENTIRE AGREEMENT/AMENDMENTS

Section 24.1. This Lease represents the entire agreement between Lessor and Lessee and supersedes all prior negotiations, representations or agreements, whether written or oral.

Section 24.2. This Lease may be amended or modified only by a written instrument executed by both Lessor and Lessee.

ARTICLE TWENTY-FIVE SEVERABILITY

Section 25.1. In case any provision in this Lease is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

ARTICLE TWENTY-SIX EXHIBITS

Section 26.1. All exhibits attached hereto are hereby incorporated into this Lease by this reference and expressly made a part of this Lease.

ARTICLE TWENTY-SEVEN NO THIRD PARTY BENEFICIARY

Section 27.1. Except as provided herein, this Lease is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

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

LESSOR:	LESSEE:
THE BOARD OF EDUCATION OF	MOODY BIBLE INSTITUTE
THE CITY OF CHICAGO	
By: Dery J. Chico Gery Chico, President	By: funghungformel Dr. Jøseph Stowell, President
Attest By: <u>Happin M Buello</u> Sharon M. Revello, Secretary	Attest By: 201 (Dell Assistant Secretary
Board Report No: <u>00-0927-092-0</u>	Approved as to legal form:
Approved as to legal form: H	Kolura Junter
Mary Fleen	Robert L. Gunter, General Counsel
Marilyn F. Johnson, General Counsel	\bigcirc

EXHIBIT A

LEGAL DESCRIPTION OF LAND

A tract of land comprising all or a part of the following lots, vacated alleys and vacated streets: Lots 9 through 24, both inclusive, and parts of Lots 1 through 8, both inclusive, together with the vacated alleys, all in the subdivision of Block 15; also part of vacated West Wendell Street adjoining said Block 15, all in Johnston, Roberts and Storr's addition to Chicago in Section 4, Township 39 North, Range 14 east of the Third Principal Meridian, the above tract more particularly described as follows:

Beginning at the intersection of the west line of North Wells Street and the north line of West Oak Street; thence west along said north line, a distance of 304.50; thence north perpendicular to the north line of West Oak Street, a distance of 232.19 fleet; thence east along a line parallel with West Oak Street, a distance of 301.92 feet to the west line of North Wells Street; thence south along west line, a distance of 232.20 feet to the point of beginning, in Cook County, Illinois.

Containing 70,402 square feet (1.6162 acres) of land, more or less.

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<u>EXHIBIT B</u>

FACILITY USAGE

Lessee shall make the following facility usage arrangements for the Lessor, which arrangements shall commence as of August 15, 2000 and continue throughout the Initial Term and any Renewal Term of this Lease.

- 1. Lessor shall be entitled to use the Lessee's Solheim Center pool and associated dressing and shower facilities for physical education classes from 10:00 a.m. to 11:00 a.m. each weekday during periods such pool is generally available to Lessee's students provided Lessor: ensures student compliance with Lessee's normal rules and regulations for use; reimburses Lessee for the costs of towels, soap and the like; properly supervises activities in and associated with the use of the pool; and promptly repairs or replaces any damage or loss to the pool facilities caused by Lessor or reimburses Lessee for same.
- 2. Lessor may schedule use of Lessee's tennis courts for an hour each weekday during periods such courts are generally available to Lessee's students, provided Lessor: ensures compliance with Lessee's normal rules and regulations for use; properly supervises activities in and associated with use of the courts; and promptly replaces any damage or loss to the court facilities caused by Lessor or reimburses Lessee for same.
- 3. Lessor shall be entitled to use Lessee's Torrey Gray auditorium for purposes of emergency evacuations of the Walter Payton High School, subject to the same supervision and reimbursement requirements of paragraph 1 above.
- 4. The times of use of Lessee's facilities or Lessor's facilities can be adjusted by mutual agreement of the parties. Nothing in this agreement precludes further negotiations between the parties for Lessor's use of other exercise or recreational features owned and operated by Lessee adjacent to the Walter Payton College Prep High School campus or for Lessee's use of Lessor's facilities.