



**Board of Education of the City of Chicago
Law Department**

Patrick J. Rocks
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May 13, 2010

Gregory Spitzer, Esq.
Paul, Hastings, Janofsky & Walker LLP
191 N. Wacker Drive, 30th Floor
Chicago, IL 60606

Re: Christopher House Ground Lease Agreement

Dear Mr. Spitzer:

Enclosed for your records please find three (3) fully executed originals of the above agreement. If you have any questions, please contact me at (773) 553-5937.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Thomas".

Sandra Thomas
Assistant General Counsel

Enclosure

ST/cc

cc **Patricia Taylor**

GROUND LEASE

THIS GROUND LEASE (hereinafter referred to as the "**Lease**") is made as of May 6, 2010 (the "**Effective Date**"), by and between THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate (the "**Landlord**") and CHRISTOPHER HOUSE, an Illinois not-for-profit corporation (the "**Tenant**").

1. Description of Property. Landlord, for and in consideration of the rent herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be kept, observed and performed hereby, leases to Tenant; and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, the entire building, garage and associated parking located at 2250 N. Latrobe as more particularly described in Exhibit "A", attached hereto and, by this reference, made a part hereof (the "**Premises**"), together with all appurtenances, easements and rights of way pertaining thereto. The survey of the Premises is attached hereto as Exhibit "B" and, by this reference, made a part hereof.

2. Term. The original term of this Lease shall commence on the Effective Date and shall end on the last day of the ninety-ninth (99th) consecutive Lease Year (as hereinafter defined), unless sooner terminated pursuant to the provisions hereof (the "**Term**"). Promptly upon the Effective Date, the parties shall execute and deliver a certificate in recordable form, setting forth the Effective Date and the termination date of the Term.

2.1 Early Termination: Tenant may:

- A. at any time prior to commencing construction of the Tenant Improvements (as hereinafter defined), terminate this Lease by providing thirty (30) days prior written notice to Landlord in accordance with the Notice provisions of this Lease; or
- B. if construction has commenced, but is not complete, Tenant may elect to terminate this Lease by providing thirty (30) days prior written notice to Landlord and, in accordance with Landlord's written approval regarding the Tenant Improvements, either: (a) raze any existing building(s) and improvements and clear the Premises; or (b) leave the Improvements as they exist on the date of Tenant's notice of termination to Landlord.

3. Lease Year. The term "**Lease Year**," as herein referred to, means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Effective Date, and each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

4. Rental. In consideration of the leasing of the Premises as set forth above, Tenant covenants and agrees to pay to the Landlord, as rent ("**Rent**") for the Premises, the sum of One Dollar (\$1.00) per year. Notwithstanding anything contained in this Lease to the contrary, the term Rent shall also apply to any and all Impositions (as hereinafter defined).

5. Net Lease. It is the purpose and intent of Landlord and Tenant that the Rent be absolutely net to Landlord for the entire Term, and that all taxes, costs, expenses and obligations of every kind and nature whatsoever relating to the Premises (all Impositions as hereinafter defined), which may arise or become due during the Term shall be paid by Tenant, and that Landlord shall be indemnified from and against any type of claims resulting from Tenant's failure to pay, or paying late, any such Impositions.

6. Tenant Improvements. If Tenant elects not to terminate this Lease in accordance with Section 2.1 above:

A. Tenant agrees to, and shall, apply to the appropriate governmental authorities for, and use its commercially best efforts to obtain, such licenses, permits and any other administrative approvals (herein collectively called the "**Permits**") as may be necessary to: (i) renovate the existing building located on the Premises; (ii) construct a new building on the Premises; or (iii) renovate and/or make additions from time to time on the Premises ("**Tenant Improvements**"). The Tenant Improvements will serve as a family resource center and educational facility for children and their families, (with priority given to students attending Northwest Middle School, and their families; and the surrounding community at large) offering a wide range of educational and social service support programs (the "**Use**"). The Premises shall not be used for any other purpose whatsoever without Landlord's prior written consent.

B. Tenant agrees to, and shall, apply for the Permits without unreasonable delay, and Landlord agrees to execute such documents and do such other things as reasonably required in connection with applying for the Permits; provided, however, Landlord shall not be responsible or obligated to pay any costs or fees in connection with applying for and obtaining the Permits, and shall incur no liability with respect thereto.

7. Improvements and Alterations.

A. Tenant, at its sole cost and expense, shall commence the construction of Tenant Improvements (which shall include the removal of the existing overhead bridge link between the school building adjacent to the building on the Premises) and related developmental activities within two (2) years of the Effective Date. In the event Tenant has not commenced construction of the Tenant Improvements on or before the expiration of the two (2) year period, this Lease shall terminate and become null and void, and neither party shall have any further rights or obligations under this Lease.

B. Landlord has entered into a Project Labor Agreement with various trades regarding construction on property owned by Landlord, a copy of which is attached hereto as Exhibit C, together with a list of signatory unions. Tenant acknowledges familiarity with the requirements of the Landlord's Project Labor Agreement; its applicability to the construction of the Tenant Improvements, and shall comply in all respects. Prior to commencing construction on the Tenant Improvements, Tenant shall obtain the written approval of Landlord of all plans and specification for all renovations, demolition or construction comprising the Tenant Improvements. Landlord shall provide Tenant with its specific written rejection or objections to the

plans and specifications within a time frame that will not unreasonably delay Tenant's construction of the Tenant Improvements, and, in no event, more than sixty (60) days after actual receipt of such written notice by the Chief Operating Officer of the Board ("COO") or designee. If Landlord provides any such objections, Tenant may resubmit its plans and specifications altered or updated to reflect changes required by Landlord's objections and Landlord shall re-review such revised plans and specifications and provide approval or specific written objection within a time frame that will not unreasonably delay Tenant's construction of the Improvements. Further, subject to written Board approval, Tenant may also make other material improvements to the Premises, including the parking area, existing garage and the open space from time to time. Improvements that are not material or of a maintenance or repair nature will not require Landlord approval.

C. Upon the completion of the Tenant Improvements, Tenant shall deliver to Landlord a complete set of the "marked", and "as built", plans and specifications of the Tenant Improvements, and a certificate in the form of Exhibit D attached hereto (or the then current AIA form certificate) of the architect who prepared said plans and specifications stating that the Tenant Improvements have been completed in accordance with the final plans and specifications approved by the Landlord. The certificate of the architect shall also state that Tenant Improvements comply in all respects with the building and zoning laws of the city of Chicago, Illinois, in force as of the Effective Date.

D. Prior to the commencement of construction on the Tenant Improvements, Tenant shall obtain Worker's Compensation, Builder's Risk for the amount of completed value, and General Liability Insurance, in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile insurance in the amount of \$1,000,000.00; and require any engineers, architects or professional services used for construction phases to maintain \$1,000,000 of professional liability insurance in form reasonably satisfactory to Landlord. Tenant shall provide Landlord with evidence of insurance coverage, insuring Landlord as an additional named insured, prior to commencement of any construction. Tenant agrees that insurers shall waive their rights of subrogation against the Landlord. Upon Landlord's request, Tenant and/or its contractor shall promptly provide Landlord a certificate of insurance. Landlord reserves the right to modify, delete, alter or change insurance requirements with reasonable notice to Tenant, provided such revised requirements are reasonably available to Tenant at reasonable pricing.

E. Tenant hereby indemnifies Landlord and holds Landlord harmless from any damages, costs, expenses, attorney's fees or other losses incurred by Landlord under the provisions of this section by virtue of: (i) Tenant's failure to obtain, or cause its contractor to obtain, insurance coverage as required under this Lease; or (ii) any mechanic's liens being asserted against the Premises caused by or through Tenant (subject to Tenant's right to insure or bond over such liens as provided below).

8. Covenant of Title and Quiet Enjoyment. Landlord covenants that Landlord is the owner of the Premises and has full right and authority to enter into this Lease; and Landlord covenants that for and during the Term and any extensions or renewals thereof, Landlord will not cause or suffer anything to be done which will impair Tenant's leasehold interest and rights hereunder. Landlord further covenants that as long as Tenant fulfills the conditions and covenants required of it to be performed under this Lease, it will have peaceful and quiet possession of the Premises.

9. Use. Tenant shall use the Premises for the Use stated in Section 6A above and for no other purpose.

10. Maintenance and Repairs.

A. Tenant covenants and agrees at its sole cost and expense, at all times during the Term, to maintain and keep the Premises and all improvements (including Tenant Improvements) now or hereafter located thereon in a clean and orderly condition in material compliance with all applicable laws, statutes, ordinances and regulations and to make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. Landlord shall not be required to furnish any service or make any repair or replacement to the Premises or any improvement thereon. All such repairs and replacement shall be in keeping with industry standards and sufficient for the proper maintenance of the Premises and operation of the Use. Tenant shall keep and maintain the improvements at any time situated upon the Premises and all sidewalks and parking areas, safe, secure and clean, specifically including, but not limited to, snow and ice clearance, landscaping and removal of waste and refuse matter.

B. Tenant shall not permit anything to be done upon or about the Premises (and shall perform all maintenance repairs thereto so as not) to invalidate, in whole or in part, or prevent the procurement of any insurance policies which may, at any time, be required under the provisions of this Lease. Tenant shall not obstruct or permit the obstruction of any parking area, adjoining street or sidewalk, except for delivery trucks on a temporary basis in the ordinary course of Tenant's business. In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant written notice to do such acts as are reasonably required to maintain the Premises. In the event Tenant fails to promptly commence such work, or diligently perform the same to completion Landlord may, but is not obligated to, do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amounts so expended by Landlord shall be paid by Tenant promptly after demand. Landlord shall owe no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work, or by reason of making any repairs required hereunder.

11. Taxes and Assessments.

A. Tenant further agrees to pay, as additional rent for the Premises, all taxes and assessments, general and special, water rates, sewer rates,

occupancy taxes, license and permit fees and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Premises or levied or assessed upon the interest of the Landlord in or under this Lease or on any improvements to or property located upon the Premises, now accrued or due, or accruing and becoming due and payable during the Term, and also all unpaid installments now accrued or due, or accruing and becoming due and payable during the Term, of special assessments levied against the Premises for improvements completed or not yet completed, all of which said water rates, taxes, assessments and other impositions (herein called "**Impositions**") shall be paid by the Tenant before they shall respectively become delinquent and in any case in time to prevent any sale or forfeiture of the Premises or an part thereof; provided, however, that the Impositions levied against the Premises for the first and last calendar years of the Term, or any renewal term, shall be prorated between the Landlord and the Tenant on the basis of the then last available tax bills. After the expiration of the Term, including any extensions, Tenant hereby agrees to reprorate the impositions. In the event of any increase in the impositions from the amount reflected on the proration made on the expiration of the Term. Tenant agrees to immediately pay to Landlord such amounts as reflected by reproration. The Tenant may take the benefit of the provisions of any statute or ordinance permitting any assessments to be paid over a period of time, provided that the entire amount of such assessment shall be paid by the Tenant no later than the expiration of the Term, except that if any installments for assessments shall be due and payable subsequent to the expiration of this Lease, the balance of said assessments shall be prorated between the parties hereto as of expiration of the Term. Tenant shall provide Landlord with paid receipts evidencing that all of the above impositions have been paid in full and that there are no Impositions outstanding.

B. If at any time during the Term the method of taxation prevailing on the Effective Date shall be changed or altered so that in lieu of, in addition to, or as a substitute for the whole or any part of the taxes now levied or imposed on the Premises, there shall be levied, assessed or imposed a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Premises or any portion thereof, then the same shall be included in the definition of Impositions.

C. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to pay, discharge or remove any Imposition so long as Tenant shall in good faith and with due diligence contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the Imposition so contested and the sale or forfeiture of the Premises or any part thereof, or any interest therein to satisfy the same and, provided that on or before the due date of any such Imposition, pending any such legal proceedings, Tenant shall deposit with the Landlord cash or securities satisfactory to the Landlord in an amount equal to not less than one hundred percent (100%) of the amount of the Impositions, and all interest and penalties thereon so contested. To the extent necessary, Landlord agrees to cooperate with Tenant in contesting any such Imposition. Pending the diligent prosecution of any such legal

proceedings, and provided Tenant has maintained the deposit above provided for, Landlord shall not have the right to pay, remove or discharge the Imposition so contested. At the conclusion of such contest, upon written request of Tenant, accompanied by the bill for the Imposition when due, Landlord shall use the cash or securities so deposited, less the amount of any loss, cost, damage and reasonable expense that Landlord may sustain in connection with the Imposition so contested, to pay such Imposition, by liquidating any securities in the manner directed by and at the expense of the Tenant and delivering to the Tenant checks or other vouchers payable to the proper tax authority; or if the Premises shall have been released and discharged from any such Imposition, and if Tenant is not in default under the provisions of this Lease, Landlord shall return the cash or securities so deposited to Tenant. If Tenant: (i) fails to prosecute such contest with due diligence; or (ii) fails to maintain said deposit as above provided; (iii) is otherwise in default under the provisions of this Lease; or (iv) if, at the conclusion of such contest, Tenant fails to request funds from the deposit given to Landlord to pay the Imposition, Landlord may use the cash or securities so deposited to pay any item for which Landlord would be entitled to make advances under this Lease. The amount of any money deposited or the face amount of any bond posted (provided such bond shall have been approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed) by Tenant with any municipality or other governmental body to secure the payment of any Imposition in connection with any contest thereof, shall be credited upon the deposit hereinabove in this Paragraph required to be made by Tenant with Landlord. Landlord shall not be liable to Tenant for the payment of any interest on any monies deposited by Tenant with Landlord pursuant to this Paragraph.

D. In the event that Tenant at any time institutes suit to recover any imposition paid by Tenant under protest in Landlord's name, Tenant shall have the right, at its own sole expense, to institute and prosecute such suit or suits in Landlord's name, in which event Tenant covenants and agrees to indemnify Landlord and save it harmless from and against all costs, charges or liabilities in connection with any such suit. All funds recovered as a result of any such suit shall belong to Tenant.

E. Landlord shall use its best efforts to have the Premises assessed and billed separately as an individual tax parcel. Until such tax subdivision is accomplished, Tenant shall, within ten (10) days after presentation of a copy of the applicable tax bill and breakdown thereof, pay that portion of the tax bill attributable to the Premises as reasonably determined by Landlord based on records maintained by the Cook County Assessor's Office for valuation of the Premises including land and buildings thereon with the building being assessed as vacant.

12. Insurance. Tenant shall at its sole expense carry insurance during the entire Term insuring Tenant and Landlord as an additional named insured, with terms and coverages and written by companies reasonably satisfactory to Landlord. Initially Tenant shall maintain the following coverages in the following amounts:

A. On or before the date of commencement of construction of the Tenant Improvements commences, all risk property insurance including with full replacement value, excluding foundation and footings, or any additional amount sufficient to prevent Landlord or Tenant from becoming a co-insurer within the terms of the applicable policies.

B. General Liability, including the broad or extended liability endorsement, during the entire Term hereof with terms and in companies reasonably satisfactory to Landlord to afford protection to the limits of not less than \$2,000,000 for combined single limit personal injury and property damage liability per occurrence.

C. Worker's Compensation Insurance, Scaffolding Act Coverage, or other Employer's Liability and any other insurance against liability arising from claims of workmen whenever any work is being performed to the Premises.

Tenant shall, prior to the commencement of the Term, and during the Term, thirty (30) days prior to the expiration of the policies of insurance, furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to Landlord and Tenant. Tenant may, at its option, bring its obligations to insure under this Article within the coverage of any blanket policy or policies of insurance which it may now or hereafter carry by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interests of Landlord shall thereby be as fully protected as they would be otherwise if this option of Tenant to use blanket policies were not permitted. Landlord and Tenant agree to have all fire and extended coverage and material damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party or any of the parties named in this Paragraph 13 entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further than the insurer waives all rights of subrogation which such insurer might have against the other party or any of the parties named herein. Without limiting any release or waiver of liability or recovery contained in any other Section of this Lease but rather in confirmation and furtherance thereof, Landlord and any beneficiaries of Landlord waive all claims for recovery from Tenant, and Tenant waives all claims for recovery from Landlord, any beneficiaries of Landlord and the managing agent for the Premises and their respective agents, partners and employees, for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost, thereby keeping such release or waiver in full force and effect).

13. Utilities. Tenant agrees to pay all charges for water, gas, electricity and other utilities incurred by Tenant in connection with the Premises. Landlord shall not be liable for damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to abate Rent or terminate this Lease.

14. Mechanic's Liens. It is expressly covenanted and agreed by and between the parties hereto that nothing in this Lease contained shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall the interest or estate of the Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant, and any claim to or lien upon the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and Tenant's interest in Tenant's Improvements and shall in all respects be subject and subordinate to the paramount title and right of Landlord in and to the Premises. Tenant will not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of the Tenant; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Tenant shall give to the Landlord such reasonable security as may be demanded by the Landlord to insure payment and to prevent any sale, foreclosure or forfeiture of the Premises by reason of non-payment thereof, including insuring over with a title company. On final determination of the lien or claim for lien, the Tenant will immediately pay any judgment rendered with all property costs and charges and will at its own expense have the lien released and any judgment satisfied.

In case Tenant shall fail to contest the validity of any lien or claimed lien, or failed to have given security to Landlord to insure payment thereof, or having commenced to contest the same, and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Landlord may, at its election (but shall not be required to do so) remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Landlord for such purposes shall be so much additional rental due from Tenant to Landlord at the next rent day after any such payment, with interest at the Lease Interest Rate set forth in Section 28R of this Lease until the repayment thereof by Tenant to Landlord.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit, and that no mechanics or other lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises or in this Lease.

15. Subletting and Assignment. Tenant shall not voluntarily or by operation of law assign, transfer, or otherwise encumber all or any part of Tenant's interest in this Lease or in the Premises, and shall not sublet or license all or any part of the Premises, without the prior written consent of Landlord in each instance, and any attempted assignment, transfer, encumbrance, subletting or license without such consent shall be wholly void. Notwithstanding the foregoing, Landlord agrees to consent to a collateral assignment of Tenant's interest in the Lease and Premises to the extent required for Tenant to finance construction of the Tenant Improvements.

No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligations to be performed by Tenant hereunder.

16. Destruction. In case of damage to or destruction to the Premises or any improvement located thereon, by fire or other casualty, unless said damage or destruction

encompasses Fifty-One percent (51%), or less, of the Premises or any improvements located thereon, Tenant will promptly, and at its own expense repair, restore or rebuild ("**Restore**") the same. In the event the damage or destruction to the Premises or any improvement located thereon exceeds Fifty-One percent (51%) of the Premises or any improvements thereon, Tenant may choose to: (i) promptly, and at its own expense repair, restore or rebuild the same; or (ii) clear the parcel and restore it to a vacant parcel. Any charges payable by Tenant hereunder shall not abate during the period of such repair, restoration or rebuilding and during any period that the improvements are not tenantable because of such damage or destruction. If the Premises are not Restored then the insurance proceeds will be used first to pay off any leasehold mortgage encumbering Tenant's interest in this Lease and the Premises, and next to pay for the cost of razing the improvements and other costs to clear the Premises. Any insurance proceeds remaining after repayment of any leasehold mortgage and such costs noted above shall be payable directly to Tenant.

17. Condemnation.

A. In the event that the whole of the Premises shall be permanently taken, condemned or title thereto acquired by the exercise of the power of eminent domain (hereinafter referred to as "**Proceeding**") by any person or corporation, municipal, public, private or otherwise, during the Term, this Lease shall terminate from the date when possession of the Premises shall be required for such use or purpose, and Landlord shall be entitled to and receive the entire award, compensation or damages (hereinafter sometimes called the "**Award**") made in such Proceeding, and Tenant hereby assigns such Award to Landlord in trust to be dealt with as between Landlord and Tenant as provided below. To the extent it does not lessen the amount of the Award, nothing in this clause shall diminish Tenant's right to file a claim against the above-named bodies for losses resulting from such an action.

B. If less than the entire Premises shall be taken in such Proceeding, and it shall have been determined that the improvements on the Premises can be so repaired, restored or replaced to an economically useful unit, Tenant at its option and at Tenant's sole cost and expense (subject to reimbursement to the extent hereinafter provided) shall promptly provide Restoration of the improvements not so taken. Landlord agrees, in connection with such Restoration, to apply the net amount of that portion of the Award, made in the Proceeding specifically attributable to physical damage to said improvements that may be received by it toward the payment of the cost of such Restoration, and, provided Tenant is not in default hereunder, said portion of the Award shall be made available to Tenant strictly for purposes of paying the cost for Restoration.

C. If all or a portion of the Premises shall be taken by exercise of the right of eminent domain, and this Lease is terminated by virtue thereof, Landlord shall pay first to Tenant (upon reasonably satisfactory proof of such amount) that amount which is equal to, or less than the Award, which is necessary to pay off any leasehold mortgage encumbering Tenant's interest in this Lease and the Premises. Landlord shall retain that portion of the remaining Award related to the value of the land so taken (as reasonably determined) and any remaining portion of the Award thereafter, if any, shall be paid to Tenant.

18. Default by Tenant. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

A. If an order, judgment or decree shall be entered by any court adjudicating the Tenant, bankrupt or insolvent, or approving a petition seeking reorganization of the Tenant or appointing a receiver, trustee or liquidator of the Tenant, or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days; or

B. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant, or any of the assets of Tenant; or

C. Tenant shall file a voluntary petition in bankruptcy, or shall admit in writing its inability to pay its debts as they come due, or shall file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law; or

D. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated within sixty (60) days from the date of entry or granting thereof; or

E. During the Term, Tenant occupies the Premises prior to receipt of a certificate of occupancy issued by the City of Chicago; or thereafter abandons the Premises; or

F. Tenant shall default in making any payment of Rent required to be made by Tenant hereunder when due as herein provided and after 10 days prior written notice; or

G. Tenant shall be in default in the performance of or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in the foregoing subparagraphs (A) through (F) of this Subparagraph for a period of thirty (30) days after notice from Landlord to Tenant specifying the items in default, or in the case of a default which cannot, with due diligence, be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to cure the same and thereafter to prosecute the curing of such default with due diligence (it being intended in connection with a default not susceptible of being cured with due diligence within said thirty (30) day period that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence).

Upon the occurrence of any one or more events of default hereunder and during the continuance thereof (after applicable notice and cure periods), Landlord may at its election terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease. Upon termination of this Lease or of Tenant's right to possession, Tenant shall immediately surrender possession and vacate the Premises and deliver possession thereof to Landlord, and Landlord or Landlord's agents may, subject to applicable laws, immediately or any time thereafter without notice, re-enter the Premises and remove all persons and all or any property therefrom, either by any

suitable action or proceeding at law or equity and repossess and enjoy the Premises, together with all additions, alterations and improvements thereon, together with the right to receive all income of, and from, the Premises.

If the Landlord elects to terminate the Tenant's right to possession only, without terminating this Lease, Landlord may, at the Landlord's option, subject to applicable laws, enter into the Premises, remove the Tenant's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating this Lease or releasing the Tenant, in whole or in part, from the Tenant's obligations to pay the Rent hereunder for the full Term or from any other obligations of the Tenant under this lease. Landlord may, but shall be under no obligation to, relet all or any part of the Premises for such rent and upon terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining of the Term of this Lease, the right to relet the Premises as a part of a larger area, the right to change the character or use made of the Premises and the right to grant concessions of free rent). For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations, or additions in or to the Premises that may be necessary. If Landlord does not relet the Premises, Tenant shall pay to Landlord damages equal to the amount of the Rent, and other sums provided herein to be paid by Tenant for the remainder of the original Term as such items become due. If the Premises is relet and a sufficient sum shall not be realized from such reletting after payment of all reasonable expenses of such decorations, repairs, changes, alterations, additions and the expenses of repossession and such reletting, and the collection of the Rent herein provided and other payments required to be made by Tenant under the provisions of this Lease for the remainder of the Term of this Lease then, in such event, Tenant shall pay to Landlord on demand, as such items become due, any such deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time, and all costs and expenses of Landlord, including reasonable attorneys' fees, incurred with any such suit shall be paid by Tenant.

No remedy contained herein or otherwise conferred upon or reserved to Landlord, shall be considered exclusive of any other remedy available to Landlord, but the same shall be cumulative and shall be in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or 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 a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of rent or other sums payable hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession 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 Landlord.

19. Subordination-Hypothecation. At the request of Landlord, Tenant agrees to subordinate, in a written instrument, its interest in the Lease to the lien of any mortgage or deed of trust covering the Premises, provided that said instrument of subordination shall in no way amend or change the terms of this Lease and provided further that the lien holder simultaneously agrees in the same instrument that the said lien holder or anyone claiming by, through or under same, shall not

disturb, or cause to be disturbed, Tenant's peaceful possession of the Premises during the term of this Lease or any renewal or extension thereof, as long as there is not in existence an event of default (after applicable notice and cure periods) of Tenant which would permit Landlord to terminate this Lease; and Landlord shall provide, to Tenant, a non-disturbance agreement in accordance with the terms hereof.

20. Successors and Assigns. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, successors or assigns and shall run with the land; and, where more than one party shall be Landlord under this Lease, the word "Landlord" shall be deemed to include all such parties, both jointly and severally.

21. Holding Over. If the Tenant retains possession of the Premises or any part thereof after the expiration of the Term or any extension thereof, Tenant shall pay the Landlord all damages, consequential as well as direct, sustained by reason of the Tenant's retention of possession. The provisions of this paragraph do not exclude the Landlord's rights to re-entry or any other right hereunder. Any such extension or renewal shall be subject to all other terms and conditions herein contained.

22. Environmental.

A. Environmental Definitions. For the purposes of this section, the following definitions will apply:

(i) **"Environmental Laws"** includes the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended; the Resource Conservation and Recovery Act of ("RCRA"), 42 U.S.C. 6901 *et seq.*, as amended; the Clean Air Act ("CAA"), 42 U.S.C. 7401 *et seq.*, as amended; the Clean Water Act ("CWA"), 33 U.S.C. 1251 *et seq.*, as amended; the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. 655 *et seq.*, and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of the environment.

(ii) **"Hazardous Materials"** means without limitation, flammables, explosives, radioactive materials, radon, asbestos, petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds ("PCB") or any material composed of or containing PCB, or, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances or materials of any kind, including without limitation, substances now or hereafter defined as **"hazardous substances," "toxic substances"** or **"hazardous wastes"** in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. ' 9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. ' 9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. ' 1801, et seq.); the Toxic Substances Control Act (15 U.S.C. ' 2601, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. ' 6901, et seq.); the Clean Air Act (42 U.S.C. ' 7401 et seq.); the Clean Water Act (33 U.S.C. ' 1251, et seq.); the Rivers and

Harbors Act (33 U.S.C. '401 et seq.); any so-called "**Superlien Law**"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect.

(iii) "**Release**" means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) of Hazardous Materials into the environment.

B. Prior to the Effective Date, Landlord shall provide copies to Tenant of all existing studies, reports, surveys, or other materials relating to the presence of any Hazardous Materials at, on, under, or surrounding the Premises. To Landlord's knowledge, the Premises is free of any Hazardous Materials as of the Effective Date of this Lease.

C. Tenant shall conduct its operations on the Premises in material compliance with all Environmental Laws and secure and operate in material compliance with all permits, licenses, and registrations required for its operations under Environmental Laws.

D. Other than in connection with the operation and maintenance of the Premises and in commercially reasonable quantities as a consumer and generator thereof, subject to compliance with Environmental Laws, Tenant will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Premises now or at any future time.

E. Tenant does hereby indemnify, defend and hold harmless Landlord and its mortgagees, agents, board members, officers, directors, beneficiaries, shareholders, partners, agents and employees and their respective successors and assigns from and against all debts, fines, penalties, suits, proceedings, claims and actions of every kind, personal injuries, losses, actual damages, liabilities and demands, and all costs associated therewith (including reasonable attorneys' and consultants' fees), as well as court costs, costs of investigation and cleanup or other environmental remedial work: (i) arising out of or in any way connected with any Release of Hazardous Materials by Tenant or its representatives that occurs during or after the Term (provided there is no other occupant of the Premises, or the Tenant Improvements have not been razed in accordance with the terms and conditions of this Lease), at or from the Premises; (ii) arising at any time from Tenant's use or occupancy of the Premises; (iii) arising from Tenant's failure to provide all information, make all submissions, and take all steps required by all applicable governmental authorities; or (iv) resulting, directly or indirectly, from the presence in, upon or under the surface of the Premises or in any surface waters or ground waters on the Premises or any migration of

Hazardous Materials off the Premises if such Hazardous Materials were generated or stored by Tenant or its representatives during the term of this Lease. Tenant's obligations hereunder shall survive the expiration or termination of this Lease.

F. In the event of a Release of Hazardous Materials during or after the Term attributable to Tenant's use or occupancy of the Premises, Landlord and Tenant agree to work together to approve cleanup criteria and investigation, monitoring, and remediation activities for the Premises that comply with Environmental Laws and are consistent with: (a) commercial/industrial uses at the Premises compatible with current zoning; and (b) commercial/industrial redevelopment of the Premises in the future. Provided that there is adequate municipal water supply to the Premises, Landlord will not unreasonably withhold approval of an institutional control with respect to the Premises, as may be reasonably required by governmental authorities for issuance of no further action, or similar site closure documentation consistent with this provision. In accordance with this section:

(i) Tenant shall promptly provide Landlord with copies of all communications, permits or agreements with any governmental authority or agency (Federal, state or local) or any private entity relating in any way to the Release, threat of Release, presence or placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises, of Hazardous Materials;

(ii) Landlord and Landlord's agents and employees shall have the right to enter the Premises and/or conduct appropriate tests for the purpose of ascertaining that Tenant is in compliance with Environmental Laws or permits relating in any way to the presence of Hazardous Materials on the Premises;

(iii) Upon written request by Landlord, Tenant shall provide Landlord the results of appropriate tests of air, water and soil to demonstrate that Tenant is in compliance with Environmental Laws or permits relating in any way to the presence of Hazardous Materials on the Premises; and

(iv) If the Release, threat of Release, presence or placement on or in the Premises during the Term, or the generation, transportation, storage, treatment or disposal at the Premises by Tenant or its representatives during, or after the Term attributable to Tenant's use or occupancy of the Premises, of Hazardous Materials: (a) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any common law theory based on nuisance or strict liability; (b) causes a significant public health effect; or (c) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and mitigate

exposure to liability arising from Hazardous Materials, as required by law.

G. The obligations and liabilities under this Section shall survive the termination or expiration of this Lease.

23. Attorneys' Fees. Tenant and Landlord agree that the non-prevailing party shall pay to the prevailing party all reasonable costs and expenses, including reasonable attorney's fees, which may be incurred by or imposed on prevailing party, either in enforcing this Lease in any lawsuit or under any of the terms hereof. If Landlord is the prevailing party then if such costs so paid by Landlord, shall be so much additional rent due on the next Rent payment date after such payment together with interest at the Lease Interest Rate.

24. Notices. Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be mailed by registered or certified mail or personally delivered or delivered by expedited messenger service or overnight courier with evidence of receipt , to the addresses set forth below:

To Landlord: Board of Education of the City of Chicago
Department of Real Estate
125 S. LaSalle St. 17th Floor
Chicago, Il 60603
Attn: Director of Real Estate

with a copy to: Board of Education of the City of Chicago
Law Department
125 S. LaSalle St. 7th Floor
Chicago, Il 60603
Attn: General Counsel

To Tenant: Christopher House
2507 N. Greenview
Chicago, Illinois 60614
Attn: Lori Ann Baas, Chief Executive Officer
773-472-1083

With a copy to: Paul, Hastings, Janofsky & Walker LLP
191 N. Wacker Drive, 30th Floor
Chicago, Illinois 60606
Attn: Gregory, E. Spitzer, Esq.
312-499-6071

or such other address as either party shall have last designated by notice in writing to the other party. Notices shall be effective on the date of receipt thereof. The customary receipt shall be conclusive evidence of such service. Either party may change the address to which notices shall be sent by notice to the other party as provided above.

25. Surrender. It is the intention and agreement of the parties hereto that Tenant's interest in this Lease and all of Tenant's rights, title and interest in and to the Tenant Improvements shall be non-separable and that any attempts to transfer either such interest shall be

void and ineffective unless there shall be a complete transfer or mortgage, as the case may be, of Tenant's interest in this Lease and all of Tenant's right, title and interest in and to the Tenant Improvements to the same party. In the event of the termination of the leasehold estate hereunder, whether at its termination date or earlier Landlord shall, thereupon, be and become the absolute owner of and vested with full title to and ownership of Tenant's Improvements, free and clear of all rights or claims of Tenant and all persons hereafter claiming by, through or under Tenant. The ownership rights provided by this Section exclude ownership of Tenant's personal property, removable fixtures (to the extent no damage to the Premises will occur as a result of such removal of fixtures), trade fixtures and equipment. When Tenant surrenders the Premises to Landlord, Tenant agrees to satisfy or have satisfied all mortgages, liens or encumbrances placed on its interests in the Premises. Tenant agrees to remove, at the termination of this Lease, such of Tenant's goods and its effects as are not permanently affixed to the Premises; to repair any damage caused by such removal; and peaceably yield up the Premises and all alterations and additions thereto, and all permanent furnishings, furnishings, removal of which would cause irreparable damage to the Premises, partitions, heating, ventilating and cooling equipment, and other equipment and floor coverings, all of which are permanently affixed to the Premises, which shall thereupon become the property of the Landlord, in clean condition and working order, damage by fire or other casualty and reasonable wear and tear excepted. Title to Tenant's Improvements, as provided in this Section, shall automatically vest in Landlord in the event of a termination of the leasehold estate hereunder and without the necessity for the execution or delivery by Tenant of any instrument transferring title. Notwithstanding the foregoing, Tenant covenants and agrees that upon expiration or any termination of this Lease as aforesaid, Tenant shall, upon Landlord's request, execute, acknowledge and deliver to Landlord any instrument or document reasonably requested by Landlord to confirm title to Tenant's Improvements in Landlord. In the event that Tenant shall fail or refuse to execute, acknowledge or deliver any such instrument or document requested as aforesaid, Landlord is hereby appointed attorney-in-fact for Tenant to execute, acknowledge and deliver any such instrument or document in the name of Tenant.

Tenant may, upon termination of its tenancy hereunder, make alterations to the Premises to delete identifying features of Tenant so long as the structural integrity and fitness for the Use is maintained. Tenant shall obtain Landlord's consent prior to making any such alterations, which consent shall not be unreasonably withheld, conditioned or delayed.

Any personal property of Tenant which shall remain on the Premises or any improvements located thereon thirty (30) days after the termination of this Lease shall be deemed to have been abandoned by Tenant and may be retained by Landlord as its property.

26. Waiver of Claims and Indemnity. To the extent permitted by law, the Tenant releases the Landlord, its beneficiaries, and their respective agents, employees, mortgagees and partners (all of said parties are, for the purposes of this Paragraph 26 collectively referred to as "**Indemnitees**") from, and waives all claims for, damage to person or property sustained by the Tenant or any occupant of the Premises resulting from the Premises or any part thereof or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Premises, or resulting directly or indirectly, from any act or neglect of any other person, including the Indemnitees. This Paragraph 26 shall apply especially, but not exclusively, to the flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other tenants, occupants or servants on the Premises or of any other person, and whether such damage be caused or result from any thing or circumstance above mentioned or referred to, or any other thing or circumstance

whether of a like nature or of a wholly different nature, except if caused by Landlord's or Landlord's Indemnitees gross negligence or willful misconduct. If any such damage, whether to the Premises or any part thereof results from any act or neglect of the Tenant, its employees, agents, invitees and customers, the Tenant shall be liable therefor and the Landlord may, at the Landlord's option, repair such damage and the Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. The Tenant shall not be liable for any damage caused by its act or neglect if the Landlord or a Tenant has recovered the full amount of the damage from insurance, and the insurance company has waived its right of subrogation against the Tenant. All property belonging to the Tenant or any occupant of the Premises shall be there at the risk of the Tenant or other person only, and the Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

Tenant agrees to indemnify and save the Indemnitees harmless against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Tenant's occupation of the Premises or from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, servants, employees or invitees, in or about the Premises. In case of any action or proceeding brought against any indemnitees by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

27. Tenant Financing. Tenant shall have the right from time to time during the Term hereof to grant and assign to Tenant's lender or lenders a mortgage or other security interest in Tenant's interest in this Lease, the Premises and in Tenant's property. Tenant shall ensure that Landlord is copied on any notices of, and has a right to cure, any defaults of Tenant under any mortgage or other security interest encumbering Tenant's interest in the Lease or the Premises, which Tenant fails to cure. Landlord agrees to execute such amendments, confirmations, certificates and other documents, which do not change the material terms and conditions of this Lease, as Tenant's lenders may reasonably request in connection with any such financing. Such documents may include the right for Tenant's lenders to enter the Premises prior to or within a reasonable time after the termination of this Lease to remove or conduct a sale of Tenant's property and to receive notice of, and a right to cure, any defaults of Tenant under the Lease, which Tenant fails to cure within the time frame specified in this Lease.

28. Miscellaneous.

A. Captions and Attachments. The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any paragraph of this Lease. Exhibits and addenda attached or affixed hereto are deemed a part of this Lease and are incorporated herein by reference.

B. Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections. Time shall be of the essence hereof. Notwithstanding anything in this Lease to the contrary, with respect to any provision of this Lease which requires Landlord's consent or approval, Tenant shall not be entitled to make, nor shall Tenant make, any

claim for, (and Tenant hereby waives any claim for) money damages as a result of any claim by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce such provision, or for specific performance, injunction or declaratory judgment.

C. Authority. Tenant warrants and represents that the undersigned has full power and authority to execute this Lease. If Tenant is a general partnership or consists of two or more individuals, all present and future partners or individuals, as applicable, shall be jointly and severally liable hereunder.

D. 105 ILCS 5/34 Provisions.

(i) This Lease is not legally binding on the Landlord 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 of Education members during the one-year period following expiration of other termination of their terms of office.

(ii) 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 reasonable access to all information and personnel necessary to conduct those investigations.

E. Board of Education Ethics Code. The Board of Education Ethics Code (95-0927-RU3), adopted September 27, 1995, and as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

F. Board of Education Indebtedness Policy. Tenant agrees to comply with the Board of Education Indebtedness Policy (95-0726-EX3), adopted July 26, 1995, as amended June 26, 1996 (96-0626-PO3), and as may be further amended from time to time, which is hereby incorporated into and made a part of this Lease as if fully set forth herein. The Board shall be entitled to set off an amount due hereunder equal to such sum or sums as may be owed by the Tenant to the Board, the State of Illinois Student Assistance Commission, the City of Chicago or the County of Cook for which the period granted for payment has expired and the amount of fines for any parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified in the complaint. Notwithstanding the above, the Board may decline to so set off such sums if the Tenant (i) has entered into an agreement with the Board, or any other entity mentioned, for payment of all amounts owed and is in compliance with such agreement, (ii) is contesting liability for or the amount owing in a pending administrative or judicial proceeding, or (iii) has filed a petition in bankruptcy and the amounts owed are dischargeable in bankruptcy.

G. Contingent Liability. Any expenditure by Landlord beyond the then fiscal

year of Landlord shall be deemed a contingent liability of Landlord, subject to appropriation in the subsequent fiscal year of Landlord.

H. Landlord's Title. The Landlord's title is and shall always be paramount to the title of the Tenant, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber the title of the Landlord.

I. Limitation of Liability. Notwithstanding anything contained herein to the contrary, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord or its agents or board members or beneficiaries with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall, subject to the rights of any mortgage, look solely to the interest of Landlord, its successors and assigns in the Premises for the satisfaction of each and every remedy of Tenant if default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever. Likewise, there shall be no personal liability extended to Tenant's officers or Board members.

J. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relative to the Premises and supersedes any prior agreements, brochures or representations, whether written or oral. This Lease may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. Severability. If any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

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

M. Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

N. No Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease or any other acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

O. Estoppel Provision. Tenant and Landlord agree that, from time to time and, no less than thirty (30) days after the date of confirmed receipt by the COO or designee, of written notice of a request to deliver to the Tenant (and its lenders, successors and assigns) a statement certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (ii) that Tenant is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (iii) that the Premises have been completed in accordance with the terms of this Lease and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (iv) that there has been no prepayment of Rent other than that provided for in this Lease; (v) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any State thereof; and (vi) such other matters as may be reasonably requested

P. Inspection. Tenant agrees to permit Landlord and its authorized representatives to enter the Premises during reasonable business hours upon not less than 24 hour prior written notice for the purpose of inspecting same. Landlord and its authorized representatives will be subject to escort and supervision by Tenant's employees.

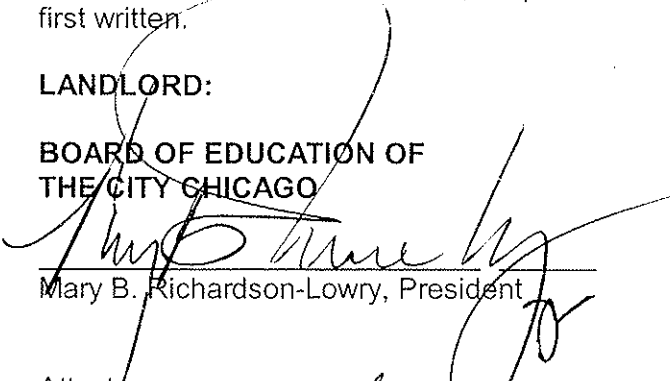
Q. Memorandum of Lease. Landlord and Tenant shall enter into a memorandum of lease simultaneously with the execution of this Lease in the form of Exhibit E attached hereto and made apart hereof.

R. Lease Interest Rate. Lease Interest Rate shall mean the annual rate of four percent (4%) in excess of the rate of interest announced from time to time by J.P. Morgan Chase, as its prime, reference or corporate base rate, changing as and when said prime, reference or corporate base rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the date above first written.

LANDLORD:

**BOARD OF EDUCATION OF
THE CITY CHICAGO**


Mary B. Richardson-Lowry, President

Attest:


Estela Beltran, Secretary

TENANT:

CHRISTOPHER HOUSE

By: 

Name: Lori Ann Baas

Its: CEO

Board Report: 09-0722-OP2 - |

Approved as to legal form:

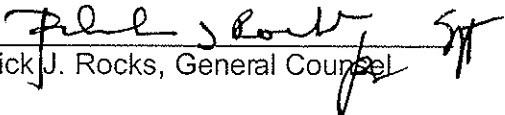

Patrick J. Rocks, General Counsel

Exhibit "A" – General Description of Premises

Exhibit "B" – Legal Description of Premises

Exhibit "C" – Project Labor Agreement

Exhibit "D" – Architect Certification of Substantial Completion

Exhibit "E" – Memorandum of Lease

EXHIBIT A

GENERAL DESCRIPTION OF PREMISES

The "Premises" consist of the entire building, garage and associated parking located at 2250 N. Latrobe.

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

Parcel ID #13-33-107-001-0000

Commonly known as: 2250 North Latrobe, Chicago, Illinois

THAT PART OF BLOCK 7 IN FOSS & NOBLE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 7 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 7, 188.00 FEET TO A POINT, THENCE WESTERLY, FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 57 SECONDS WITH THE LAST DESCRIBED LINE, AND RUNNING ALONG THE SOUTH WALL OF A FOUR STORY BRICK BUILDING 75.00 FEET TO THE SOUTHWEST CORNER OF SAID FOUR STORY BRICK BUILDING, THENCE NORTH, ALONG THE WEST WALL OF SAID FOUR STORY BRICK BUILDING, 17.28 FEET, THENCE WESTERLY, FORMING AN ANGLE OF 90 DEGREES, 34 MINUTES, 52 SECONDS WITH THE LAST DESCRIBED LINE, AND RUNNING ALONG THE CENTER OF AN EXISTING CHAIN LINK FENCE, 194.03 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 7, THENCE NORTHERLY ALONG THE WEST LINE OF SAID BLOCK 7, AND FORMING AN ANGLE OF 90 DEGREES, 33 MINUTES, 19 SECONDS WITH THE LAST DESCRIBED LINE, 170.40 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK 7, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT C

PROJECT LABOR AGREEMENT

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

excess of \$10,000.00; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$10,000.00 or under.
5. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
6. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall expire on June 30, 2015 unless either party gives written notice to the other no earlier than February 1, 2010 and no later than March 1, 2010 to terminate this Agreement effective June 30, 2010. If such notice to terminate is given or, if not, upon expiration on June 30, 2015, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.

- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.

- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.

10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement attached hereto, the terms of this Agreement shall supersede and prevail.
- 12. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom can be directed problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.

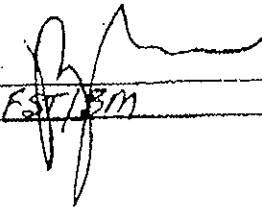
- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

Dated this 21 day of June, 2005, in Chicago, Illinois.

Chicago Board of Education

By: Michael W. Scott

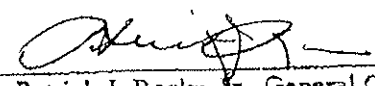
Its: President


By: 
Its: EST/SM

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22


Patrick J. Rocks, Jr., General Counsel

 6-23-05

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: (708) 344-7727

By: _____
Its: Financial Secretary, Treasurer, Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *JM 6-23-05*

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (630) 887-4100

By: T. Hancock
Its: PRESIDENT TERRENCE J. HANCOCK

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. *JMR 6-23-05*
Patrick J. Rocks, Jr., General Counsel

Labor Organization: _____

Address: 1820 **MACHINEBY MOVERS, RIGGERS & MACHINERY ERECTORS LOCAL UNION 136**

1820 BEACH STREET

City, State, Zip Code: BROADVIEW, IL 60155-2863

Telephone Number: 708-615-5300

By: Frank O. Man

Its: FST/BM

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *JMR 6-23-05*

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

City, State, Zip Code: BURR RIDGE, ILL 60527

Telephone Number: 630 655-8289

By: James P. Conway
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *PR 6/23/05*

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Martin C. Huland
Its: President / Executive Secretary-Treasurer

Dated this 13th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela G. Beltrán 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *AM 6-23-05*

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Thomas M. O'Neil
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

CHICAGO JOURNEYMEN PLUMBERS'
Labor Organization: LOCAL UNION 130, U. A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan
Its: BUSINESSS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622--EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JWR
6-25-05

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Manley
Its: Business Mgr.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Int'l. Assn. of Machinists and Aerospace Workers
Local Lodge 126

Address: 120 E. Ogden Ave., 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul
Its: Directing Business Representative

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Eatla B. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *JPR 6-23-05*

Labor Organization: International Union of Operating Engineers
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney
Its: Vice President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6-23-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Electricians Local 21

Address: 1950 W. 43rd

City, State, Zip Code: CHGO IL 60609

Telephone Number: 773 650 1841

By: [Signature]
Its: PRES. 09-4

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltan 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: PIPEFITTERS L. U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan.
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL # ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 247-5225

By: John Sheehan
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05--0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ceramic Tile, Terrazzo & Granite-Cutters Local No.67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *JRM 6/23/05*

Labor Organization: Painters' District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Thomas P. Falty
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *6-23-05*

Labor Organization: Sheet Metal Workers' Union local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 444-0073

By: Stanley F. Karaynski
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *JM 6-23-05*

Labor Organization: Roofers' Union Local No. 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester, IL 60154

Telephone Number: 708-345-0970

By: Richard M... ..
Its: PRCS.

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, IL.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: William J. [Signature]
Its: [Signature]

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela M. Beltan 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel *PM 6-23-05*

Labor Organization: IBEW, Local 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald
Its: BUSINESS MANAGER

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: HEAT & FROST INSULATORS-LOCAL 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: Brian Lynn
Its: _____

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Sott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report. 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel 6-23-05

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Donald W. Moss Sr.
Its: President

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estelle H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Iron Workers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 708-366-6695

By: Robert Boskovic
Its: _____

EXHIBIT D

ARCHITECT CERTIFICATE OF COMPLETION

AIA® Document G704™ – 2000

Certificate of Substantial Completion

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: (Name and address): _____

PROJECT NUMBER: _____

CONTRACT FOR: General Construction

CONTRACT DATE: _____

TO OWNER: (Name and address): _____

TO CONTRACTOR: (Name and address): _____

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	Date of Commencement
_____	_____
_____	_____

ARCHITECT BY _____ DATE OF ISSUANCE _____

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective:

The Contractor will complete or correct the Work on the list of items attached hereto within 30 () days from the above date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER BY _____ DATE _____

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

LEADER

EXHIBIT E

MEMORANDUM OF LEASE

Parcel ID #13-33-107-001-0000

Prepared by and after recording return to:
Gregory Spitzer, Esq.
Paul, Hastings, Janofsky & Walker LLP
191 N. Wacker Drive
30th Floor
Chicago, IL 60606

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is made as of the 6th day of May, 2010, by and between THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, having an address of 125 S. LaSalle Street, Chicago, IL 60603 ("Landlord"), and CHRISTOPHER HOUSE, an Illinois not-for-profit, having an address of 2507 N. Greenview, Chicago, Illinois 60614 ("Tenant").

WITNESSETH:

1. **Premises.** Landlord and Tenant have entered into a ground lease ("Lease") dated _____, 2010, for that certain real property lying, being and situate in the County of Cook, City of Chicago, State of Illinois, more particularly described on EXHIBIT A attached hereto and made a part hereof, together with the entire building, garage and associated parking (the "Premises").

2. **Term.** The Lease has an initial term of ninety-nine (99) years, commencing as of May 6, 2010 and expiring as of May 5, 2109.

3. **Incorporation of Lease.** This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. If the Lease is subsequently amended or modified, this Memorandum will be also be deemed amended and modified. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. Any initial capitalized term not defined herein shall have the meaning as set forth in the Lease.

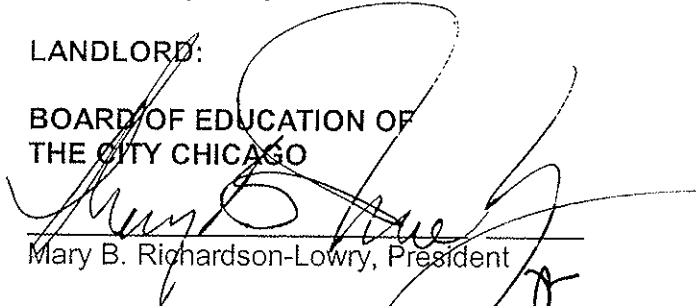
4. **Binding Effect.** The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS

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

LANDLORD:

BOARD OF EDUCATION OF
THE CITY CHICAGO



Mary B. Richardson-Lowry, President

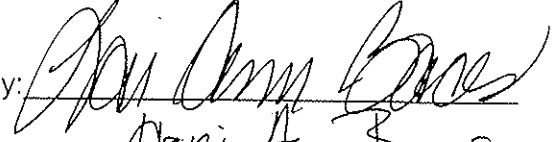
Attest:

Estela H. Beltran 5/6/10

Estela Beltran, Secretary

TENANT:

CHRISTOPHER HOUSE

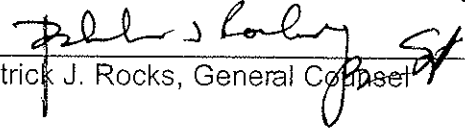
By: 

Name: Cori Ann Saas

Its: CEO

Board Report: 09-0722-OP2-1, 09-1028-AR1-29, 09-1216-AR7-20
Approved as to legal form:

10-0224-AR4-17, 09-0722-OP2-12


Patrick J. Rocks, General Counsel

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County of Cook, in the State of Illinois, DOES HEREBY CERTIFY that Mary B. Richardson-Loup personally known to me to be the President of The Board of Education of The City of Chicago, a body politic and corporate, the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that she/he signed delivered the said instrument as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of May, 2010.

Thomas M. Moss
Notary Public

Commission Expires 10/20/12

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County of Cook, in the State of Illinois, DOES HEREBY CERTIFY that Lori Ann Baas personally known to me to be the CEO of Christopher House, an Illinois not-for-profit corporation, the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that she/he signed delivered the said instrument as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of April, 2010.

Lori L. Ciara
Notary Public

Commission Expires July 14, 2012



EXHIBIT A

Parcel ID #13-33-107-001-0000

Commonly known as: 2250 North Latrobe, Chicago, Illinois

THAT PART OF BLOCK 7 IN FOSS & NOBLE'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 7 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 7, 188.00 FEET TO A POINT, THENCE WESTERLY, FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 57 SECONDS WITH THE LAST DESCRIBED LINE, AND RUNNING ALONG THE SOUTH WALL OF A FOUR STORY BRICK BUILDING 75.00 FEET TO THE SOUTHWEST CORNER OF SAID FOUR STORY BRICK BUILDING, THENCE NORTH, ALONG THE WEST WALL OF SAID FOUR STORY BRICK BUILDING, 17.28 FEET, THENCE WESTERLY, FORMING AN ANGLE OF 90 DEGREES, 34 MINUTES, 52 SECONDS WITH THE LAST DESCRIBED LINE, AND RUNNING ALONG THE CENTER OF AN EXISTING CHAIN LINK FENCE, 194.03 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 7, THENCE NORTHERLY ALONG THE WEST LINE OF SAID BLOCK 7, AND FORMING AN ANGLE OF 90 DEGREES, 33 MINUTES, 19 SECONDS WITH THE LAST DESCRIBED LINE, 170.40 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK 7, ALL IN COOK COUNTY, ILLINOIS.