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FIDELITY NATIONAL TITLE 9900109 f

GROUND LEASE

BETWEEN

BOARD OF EDUCATION OF THE CITY OF CHICAGO,
a body politic and corporate, Landlord

AND

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

DATED: as of October 20, 2010

BYRD SCHOOL SITE

BOX 15

FIDELITY NATIONAL TITLE

PIN: 17-04-415-023-0000
17-04-415-024-0000

58 pgs

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GROUND LEASE

THIS GROUND LEASE is dated as of October 20, 2010 (the "Commencement Date"), and is between the Board of Education of the City of Chicago, a body politic and corporate, ("Landlord"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government, ("Tenant"). Capitalized terms not otherwise defined herein shall have the meanings set forth in Article II.

PREAMBLE

A. Landlord is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1 et seq. (2007).

B. Landlord is the owner of real estate located at 363 W. Hill Street, Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof together with: (i) Landlord's right, title and interest, if any, in and to all public or private infrastructure improvements which may now or hereafter be located thereon; (ii) all of Landlord's interest in any private easements, rights of way or other improvements appurtenant thereto; (iii) all privileges, rights, easements, hereditaments, and appurtenances thereunto belonging; and (iv) all right, title and interest of Landlord in and to any streets, passages and other rights of way included therein or adjacent thereto, other than such streets, passages and other rights-of-way dedicated to Governmental Authorities (collectively, the "Land"), which Land contains a total land area of approximately 59,051 square feet and is improved with the former Byrd School elementary school building (the "Existing Improvements" and, together with the Land, the "Premises").

C. Landlord has caused an independent appraisal of the Premises to be made, which independent appraisal has determined that the Premises, assuming a highest and best use that calls for the renovation and continued use of the Existing Improvements as a school facility, has an appraised value of Five Million Three Hundred Thousand and No/100 Dollars (\$5,300,000.00) (the "Landlord's Appraised Value").

D. Tenant has caused an independent appraisal of the Premises to be made, which independent appraisal has determined that the Premises, assuming a highest and best use that calls for the demolition of the Existing Improvements and redevelopment of the site for primarily multi-family residential purposes, has an appraised value of Three Million Four Hundred Forty Thousand and No/100 Dollars (\$3,440,000.00).

E. Pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., Landlord, at its meeting of March 24, 2010, pursuant to Resolution 10-0324-OP6 (the "BOE Resolution"), has approved the lease of the Premises to Tenant.

F. As consideration for the lease of the Premises, Tenant will use its best efforts to provide up to \$125,000,000 of Tax Increment Financing ("TIF") Funding to cover the cost to construct a new Jones High School on or before December 31, 2014 ("Funding for Jones"). In the event Tenant is unable to provide Funding for Jones by December 31, 2014, then the Landlord, at its option, may instead require the Tenant to pay to Landlord Landlord's Appraised

Value for the Premises, plus interest on such amount at the Lease Interest Rate from the date of this Lease to the date of payment, as described below in Section 3.1 ("Ground Rent-Consideration").

G. Pursuant to Resolution No. 10-023-21, approved on April 15, 2010, the Chicago Plan Commission has approved the lease of the Premises from Landlord to Tenant in exchange for the Ground Rent-Consideration.

H. Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on July 30, 1997 and published at pages 49207-49373 of the Journal of Proceedings of the City Council ("Journal") for such date, a certain redevelopment plan and project (the "Plan") for the Near North Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (currently codified at 65 ILCS 5/11-74.4-1 et seq. (the "Act")), the Area was designated as a "redevelopment project area" pursuant to the Act, and tax increment allocation was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) pursuant to the Plan.

I. By Resolution No. 10-CDC-026 and Resolution No. 10-CDC-027, adopted by the Community Development Commission of the City of Chicago (the "CDC") on April 13, 2010, the CDC approved, among other things, the City's acquisition of a 99 year leasehold interest in the Premises, which is located in the Area, and the City's sublease of the Premises to The Catholic Bishop of Chicago.

J. Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord on the terms and subject to the conditions herein set forth.

ACCORDINGLY, Landlord and Tenant hereby agree as follows:

ARTICLE I PREMISES AND TERM

Section 1.1. Premises; Term. In consideration of the Rent to be paid and the other terms, covenants, conditions, agreements and obligations to be performed and observed by Tenant as herein provided, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, to have and to hold for and during a term of ninety-nine (99) years (the "Term") commencing on the Commencement Date and expiring on _____, 2109 (the "Expiration Date"). Tenant acknowledges that, as of the date of this Lease, title to the Premises is subject to: (a) the title exceptions listed on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions"); and (b) any interests or acts of or judgments against Tenant or anyone claiming or acting by, through or under Tenant.

Section 1.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date, free of all interests of any third parties other than (i) the Permitted Exceptions, and (ii) any interests or acts of or judgments against Tenant or anyone claiming or acting by, through or under Tenant.

ARTICLE II DEFINITIONS

The following terms used in this Lease shall have the following meanings:

"Additional Rent" shall mean all sums due and payable by Tenant or required to be reimbursed to Landlord under this Lease, other than Ground Rent-Consideration. "Additional Rent" shall include any interest, penalties or other amounts payable by Tenant to third parties in connection with any of the foregoing and, if Landlord has paid any such required amounts on behalf of Tenant, interest payable to Landlord at the Lease Interest Rate.

"Affiliate" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. "Control" shall be deemed to exist if such person or entity possesses, directly or indirectly, the power to direct the management and policies of such person or entity, whether through the ownership of voting securities, ownership interests, contract rights or otherwise; provided, however, any Subtenant under any Sublease of the Premises shall not be deemed an Affiliate of Tenant, so long as the City of Chicago is the Tenant.

"Archdiocese Sublease" shall have the meaning set forth in Section 9.1(b).

"Building" shall mean initially, the Existing Improvements together with any Changes and Alterations thereto constructed in accordance with Article XII or otherwise permitted hereunder, plus any new buildings, if any, constructed on the Premises during the Term of this Lease. "Buildings" shall mean all of the buildings located on the Premises as of any determination date.

"Business Day" shall mean a day other than a Saturday, Sunday or national banking holiday.

"Casualty" shall mean any event or occurrence resulting in loss or damage to any portion of the Premises, including but not limited to fire, lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike or civil commotion, collision with aircraft or vehicles, vandalism and malicious mischief, sprinkler leakage, collapse, earthquake, war or public emergency, whether or not covered by insurance and regardless of the identity of the Person or Persons causing or otherwise responsible for the same.

"Changes and Alterations" shall have the meaning set forth in Section 12.1.

"Claim" or *"Claims"* shall mean any and all liabilities, obligations, losses, claims, demands, causes of action, suits, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses).

"Claim Notice" shall have the meaning set forth in Section 13.2.

"City" shall mean the City of Chicago, Illinois, a municipal corporation, or any successor or successors to such City having the rights and obligations referred to herein.

“*Commencement Date*” shall be the date set forth in the Preamble for the commencement of the Term of this Lease.

“*Condemnation Proceeding*” shall mean any notice or judicial proceeding filed or issued in connection with the exercise of any power of eminent domain, condemnation or right of taking by any Governmental Authority, and shall include any agreement between Landlord, Tenant and such Governmental Authority in lieu of the filing of or in settlement of any such judicial proceeding, but shall exclude any voluntary dedication.

“*Environmental Event*” shall mean a disposal, release, threatened release or the presence or management of Hazardous Substances on, over, under, from or affecting the Premises or any portion thereof or improvements in violation of any Environmental Laws that was caused or permitted by, attributed or related to or otherwise arose or occurred during the use or occupancy of the Premises by Tenant or by anyone acting by, through or under Tenant and that requires Remediation.

“*Environmental Laws*” shall mean any and all federal, state and local laws, ordinances, rules and regulations now or at any time hereafter in effect which regulate, relate to or impose liability or standards of conduct concerning the generation, disposal, release, threatened release or the presence or management of any Hazardous Substance, and which directly or indirectly affect the use or occupancy of the Premises by Tenant, or anyone claiming by, through or under Tenant, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), and the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*), and the Asbestos Hazard Emergency Response Act of 1986 (“AHERA”) (15 U.S.C. §2641 *et seq.*) as any of the foregoing may be amended from time to time or any future replacements of any of the foregoing.

“*Event of Default*” shall have the meaning set forth in Section 15.1.

“*Exculpated Parties*” shall have the meaning set forth in Section 20.2.

“*Existing Improvements*” shall have the meaning set forth in the Preamble.

“*Expiration Date*” shall have the meaning set forth in Section 1.1.

“*Funding for Jones*” shall mean up to \$125,000,000 of Tax Increment Financing (“TIF”) Funding to cover the cost to construct a new Jones High School on or before December 31, 2014.

“*Governmental Authority*” shall mean any federal, state and local governmental or quasi-governmental body (including their respective departments and bureaus), now existing or hereafter created, having jurisdiction at any time or from time to time during the Term over the Premises or any portion thereof.

“*Governmental Requirements*” shall mean any or all statutes, ordinances, codes, rules, regulations and other requirements of any Governmental Authority.

“*Ground Rent-Consideration*” shall have the meaning set forth in Section 3.1.

"Hazardous Substances" shall mean and include (a) any friable asbestos or asbestos-containing material, polychlorinated biphenyls, dioxins or urea formaldehyde foam insulation; (b) any petroleum or petroleum-derived products; (c) any lead-based paint; (d) any waste, substance, material, pollutant or contaminant defined as hazardous or toxic in (or for purposes of) any Environmental Law, and (e) any waste substance, material, pollutant or contaminant, the presence, disposal, release or threatened release of which on, onto or from the Premises (or any other property), is or would constitute an Environmental Event or is prohibited or restricted by any applicable Environmental Law.

"Improvements" shall mean and include: (i) the Building and all other improvements appurtenant thereto or required in connection therewith, including without limitation all driveways, parking facilities, landscaped areas and other facilities or amenities located on the Premises, as the same (if any) may exist from time to time during the Term, together with any renewals or replacements thereof, additions thereto and substitutions therefor; and (ii) all Changes and Alterations, if any.

"Indemnitee" shall have the meaning set forth in Section 13.3.

"Indemnitor" shall have the meaning set forth in Section 13.3.

"Land" shall have the meaning set forth in Preamble B.

"Landlord" shall include the Board and each and every permitted successor in interest to Landlord's Estate.

"Landlord's Estate" shall mean Landlord's fee simple right, title and interest in the Premises (which is subject to the Tenant's Leasehold Estate), and which includes Landlord's reversionary interest or estate in or title to the Premises and any interest of Landlord in the Buildings or other Improvements, if any, located on the Land at the expiration of the Term.

"Lease" shall mean this instrument, as the same may hereafter be supplemented or amended.

"Lease Interest Rate" or "Interest Rate" shall mean a floating interest rate equal to (i) 3% plus the rate announced from time to time by J.P. Morgan Chase, N.A., Chicago Branch (or any successor thereto), as its "corporate base rate," "prime rate," "reference rate" or other similar rate and in effect on the date interest first begins to accrue with respect to any sum that becomes payable pursuant to any provision or provisions of this Lease, or (ii) in the event such bank has ceased announcing any such rate, then such rate as may be announced by the Chicago branch of such other national bank as Landlord shall reasonably designate as its "prime rate" "reference rate" or other similar rate, plus 3%. If the Lease Interest Rate as so determined shall exceed the maximum rate allowed by law, then the "Lease Interest Rate" or "Interest Rate" shall mean the maximum contract rate permitted by law at such time.

"Leasehold Mortgage" shall have the meaning set forth in Section 9.2(a).

"Leasehold Mortgagee" shall mean the then holder or holders of any note or other documents evidencing the debt and other obligations secured by a Leasehold Mortgage.

"NFR Letter" shall mean a "No Further Remediation" letter issued by the Illinois Environmental Protection Agency pursuant to the Site Remediation Program, 415 ILCS 5/58 et. seq., as amended from time to time, with respect to any portion of the Premises, and, with respect to any underground storage tank subject to Title 16 of the Illinois Environmental Protection Act, a "No Further Remediation" letter with respect to such underground storage tank pursuant to said Title 16.

"Permitted Exceptions" shall have the meaning set forth in Section 1.1. "Permitted Exceptions" shall also include the easements and licenses, if any, hereafter granted or consented to by Landlord in accordance with Section 5.2.

"Person" shall mean any natural person or legal entity.

"Potential Claim" shall have the meaning set forth in Section 13.2.

"Premises" shall have the meaning set forth in Preamble B, provided that if the Existing Improvements are replaced with any new Improvements or made subject to any Change or Alteration, the Premises shall include new, Changed or Altered Improvements.

"Protected Persons" shall mean any or all of Landlord's or Tenant's, as the context so requires, respective members, managers, partners, officers, directors, shareholders, employees, advisors, attorneys, consultants and Affiliates, and, with respect to Landlord, shall include Landlord's officials, trustees, and Board members.

"Public Improvements" shall mean any and all water, sanitary sewer or storm water trunk lines, mains and laterals and other improvements dedicated to and accepted by the City or another Governmental Authority.

"Remediation" shall mean the cleanup activity or other remedial action on, under or near the Premises required by any Environmental Law or any NFR Letter, or by any Governmental Authority under any Environmental Law.

"Rent" shall mean and include all Ground Rent-Consideration and all Additional Rent payable by Tenant under this Lease.

"Subtenant" shall mean any Person to whom the Tenant subleases Tenant's leasehold interest in the Premises.

"Sublease" shall mean any sublease of all or any portion of the Premises by Tenant to a Subtenant.

"Taxes" shall mean any and all taxes, assessments, water and sewer rates and charges imposed by any Governmental Authority on or which become a lien on the Premises or any portion thereof or any interest therein, and all occupancy taxes, leasing taxes, rent taxes or similar taxes (whether or not imposed on or measured by all or any portion of the Rent paid or payable by Tenant), or on any payments to Landlord with respect thereto, and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever including, but not limited to, assessments on the

Landlord's Estate, and assessments for public improvements or benefits, as well as any and all of the foregoing imposed on Landlord that are, in whole or in part, in substitution for or in lieu of any of the foregoing.

"*Tenant*" shall mean the City and any assignee or transferee of the City's interest under this Lease permitted pursuant to Section 9.1.

"*Tenant's Leasehold Estate*" shall mean the leasehold estate in the Premises created by this Lease.

"*Term*" shall have the meaning set forth in Section 1.1.

"*Third Party Arbitration Service*" shall have the meaning set forth in Section 17.1(b).

The words "herein," "hereof" or "hereunder" and words of similar import refer to provisions contained in this Lease as a whole and not to any particular section or subdivision thereof. All exhibits referred to in the text of this Lease and attached hereto are incorporated into this Lease

ARTICLE III RENT PAYMENTS

Section 3.1. Ground Rent - Consideration. As full and final consideration for the lease of the Premises, the Tenant will use its best efforts to provide the Funding for Jones. In the event Tenant is unable to provide Funding for Jones by December 31, 2014, then the Landlord, at its option, may instead require the Tenant to pay to Landlord Landlord's Appraised Value for the Premises, plus interest on such amount at the Lease Interest Rate from the Commencement Date to the date of payment.

Section 3.2. Other Costs, Expenses and Obligations; Net Lease. The Ground Rent-Consideration is intended to be net to Landlord for the Term of this Lease, except as provided in Section 4.2. Accordingly, except as otherwise explicitly provided in this Lease, Tenant shall be responsible for the payment of all costs and expenses and the performance of all obligations of every kind relating to the Premises and Landlord's Estate that may arise or accrue during the Term, including but not limited to any and all Taxes. In addition, Tenant shall be responsible, at its sole cost and expense, for the procurement of any and all necessary permits, licenses or other authorizations from Governmental Authorities and private utilities as may be required for the lawful and proper construction upon and occupancy of the Premises or any portion thereof.

ARTICLE IV TAXES

Section 4.1. Responsibility for Payment of Taxes.

(a) All Taxes shall be paid by the Tenant as part of the Additional Rent payable hereunder and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof.

(b) Notwithstanding anything contained in Section 4.1(a), if any Taxes relate to a fiscal period of the taxing authority with respect to which is partially included within the Term, the amount of such Taxes shall be adjusted as between Landlord and Tenant so that Landlord pays that portion of such Taxes that are allocated to the part of such fiscal period included in the period of time after the Expiration Date or prior to the Commencement Date, as the case may be, and Tenant pays the remainder of such Taxes.

(c) If, by law, any Taxes are payable, or may at the option of the taxpayer be paid, in installments, the party obligated for the payment of such Taxes under this Section 4.1 may elect to pay the same, together with any accrued interest payable on the unpaid balance of such Taxes, in installments as the same respectively become due and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest. Such party's obligation to make such payments shall survive the expiration of this Lease.

(d) The Premises is currently exempt from the payment of real estate taxes because Landlord is an exempt governmental entity and the Premises is used for an exempt purpose. In the event that the Premises is entitled to remain exempt from any Taxes as a result of the ownership of the leasehold estate created hereby and/or the use of the Premises for tax-exempt purposes, Landlord will cooperate with Tenant and any Subtenant in obtaining and maintaining any such tax exemption.

Section 4.2. Landlord's Taxes. Nothing contained in this Lease shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax imposed on Landlord, or any income, excess profits or revenue tax imposed on Landlord, except that Tenant shall pay (a) any such tax which is, in whole or in part in substitution for or in lieu of any other Taxes which Tenant is obligated to pay under Section 4.1, and (b) any rent tax described in Section 4.6 which is not, in whole or in part, in substitution for or in lieu of any tax which Landlord is obligated to pay pursuant to this Section 4.2.

Section 4.3. Proof of Payment. Tenant shall deliver to Landlord, promptly upon request, reasonable proof of the payment of Taxes that are obligated to be paid by Tenant pursuant to this Lease.

Section 4.4. Notices of Taxes. Landlord shall send to Tenant within 30 days after Landlord's receipt thereof, copies of any notices of Taxes (and notices of assessment and any other information concerning Taxes) received by Landlord from any Governmental Authority; provided, however, that Landlord's failure to send any such notice to Tenant shall not relieve Tenant from any obligation hereunder if Tenant has actual or constructive notice of such Taxes or if Tenant is not materially damaged or prejudiced by such failure.

Section 4.5 Contesting Taxes.

(a) Tenant shall have the right to contest the amount or validity of any Taxes payable by Tenant, by appropriate legal proceedings. This right shall not be deemed or construed in any way to relieve, modify or extend the obligation to pay any Taxes at the time and in the manner provided in this Article IV.

(b) Tenant shall promptly notify Landlord of its intent to contest any Taxes. If necessary and requested in writing to do so, Landlord shall join in any proceeding therefore, in which event the Tenant shall reimburse Landlord for all costs and expenses, including attorneys' fees, incurred by Landlord in connection therewith.

Section 4.6. Rent Tax. If, at any time during the Term of this Lease, a tax or excise on rents or other tax, however described, is levied or assessed by any Governmental Authority against Landlord or upon the receipt of rent such as the Ground Rent-Consideration and/or the Additional Rent, Tenant shall pay and discharge such tax or excise on rents or other tax but only (a) to the extent of the amount thereof which is lawfully assessed or imposed upon Landlord and that was so assessed or imposed as a direct result of (i) Landlord's ownership of the Premises, (ii) this Lease, or (iii) the Rent payable under this Lease, and (b) if such tax is not a tax required to be paid by Landlord under Section 4.2. The payment to be made by Tenant pursuant to this Section 4.6 shall be made before any fine, penalty, interest or costs may be added thereto for the non-payment thereof, and Tenant shall furnish to Landlord reasonable evidence of such payment promptly upon request. Such tax or excise on rents or other tax referred to in this Section 4.6 shall be Additional Rent.

ARTICLE V TITLE TO BUILDINGS; UTILITY EASEMENTS

Section 5.1. Title to Buildings and Improvements. At all times during the Term of this Lease, the Buildings and all other Improvements, including the Existing Improvements (exclusive of any Public Improvements), shall, whether or not affixed to the Land, be demised to and be the property of Tenant (or any Subtenant permitted hereunder, as to their respective interests in the Premises or portion thereof, as may be applicable from time to time), subject always to the terms of this Lease.

At the Expiration Date of this Lease, title to the Buildings and all other Improvements shall automatically vest in Landlord from and after such date without any act or the recording of any instrument on the part of Landlord or Tenant or any payment or compensation to Tenant or any Subtenant permitted hereunder for such Buildings and Improvements.

Section 5.2. Utility Easements. The parties acknowledge that it may become necessary or desirable to grant easements and/or licenses over, under, upon and across the Land for the provision of gas, electricity, telephone service, cable television, Internet access, water, sewer, and other utilities to serve the Premises, or for purposes other than to provide utility services. All such easements and licenses shall be subject to the prior written consent of Landlord, which shall not be unreasonably withheld or delayed if for utility services. If required, Landlord shall grant or join with Tenant in the grant of such easements and licenses, so as to subject Landlord's fee simple interest in the Land to such easements and licenses. All costs in connection with such easements and licenses shall be borne by Tenant.

**ARTICLE VI
USE OF PREMISES; COMPLIANCE WITH REQUIREMENTS;
MAINTENANCE AND REPAIR**

Section 6.1. Use of Premises. At all times during the Term of this Lease, the Premises shall be used by Tenant for any lawful purpose permitted under then applicable zoning requirements.

Section 6.2. Conformity with Legal and Insurance Requirements. Tenant shall use, keep and cause the Premises to be kept in conformance with: (a) all applicable Governmental Requirements; and (b) the requirements of all policies of insurance maintained by Tenant (if any), in force on or with respect to the Premises or any portion thereof. Notwithstanding the foregoing, Tenant shall have the right to contest, at its expense, by appropriate legal proceedings, any Governmental Requirement, provided that (x) such contest shall stay or otherwise prevent the sale of the Landlord's Estate or any portion thereof during the pendency of such contest, and (y) the failure of the Premises to conform with the Governmental Requirement does not involve an act, omission or condition that would, if such contest is unsuccessful, subject the Landlord to prosecution for a crime.

Section 6.3. Condition, Maintenance and Repair of Premises.

(a) Tenant acknowledges that no representations, warranties, or covenants as to the condition or repair of the Premises have been made by Landlord or by anyone on its behalf prior to or at the execution of this Lease. EXCEPT OTHERWISE SPECIFICALLY SET FORTH HEREIN, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PREMISES, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PREMISES, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY, THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USES LAWS, RULES, REGULATIONS, ORDERS OR

REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PREMISES OF HAZARDOUS SUBSTANCES, MOLD OR MILDEW. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD AND AGREES TO ACCEPT THE PREMISES AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST LANDLORD (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PREMISES OR TO ANY HAZARDOUS SUBSTANCES ON THE PREMISES. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. LANDLORD IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION AND BASIS. IT IS UNDERSTOOD AND AGREED THAT THE LEASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PREMISES IS LEASED BY LANDLORD AND TO TENANT SUBJECT TO THE FOREGOING CONDITION. THE PROVISIONS OF THIS SECTION 6.3(a) SHALL SURVIVE THE EXPIRATION DATE OF THIS LEASE.

(b) Tenant shall maintain all portions of the Premises, at its sole cost and expense. Landlord shall not be obliged to expend any sum of money whatsoever or to take any action in connection with repairing, rebuilding, restoring, renewing, or remediating the Buildings and other Improvements, if any, prior to or during the Term of this Lease.

(c) For purposes of this Section 6.3, "maintain" shall mean make, install or furnish all repairs, replacements, renewals, Remediation, alterations, additions and betterments necessary to keep or to bring the Premises into compliance with all applicable Governmental Requirements.

ARTICLE VII INSURANCE

Section 7.1. Property Damage Insurance. Tenant shall maintain such property and casualty insurance as Tenant deems necessary or appropriate with respect to the Improvements and the use of the Premises during the Term of the Lease. Landlord shall not be responsible for

any loss or damage to the Premises or Tenant's, its contractor's or consultant's personal property.

During the last ten (10) years of the Term, Tenant shall carry property, boiler and machinery insurance with respect to all equipment and objects (which are part of the Improvements) customarily covered by such insurance in an amount equal to their replacement cost with property damage and personal injury coverages in such amounts as are reasonable and customary (and which are available) for similar projects and uses in the City of Chicago. Such insurance shall include a so-called "cost of clearing" endorsement covering cost of clearing debris and returning the Land to grade in the event any Building or other Improvements are not rebuilt after the occurrence of any Casualty.

Section 7.2. Liability and Other Insurance Coverages. Tenant shall maintain the following kinds and amounts of insurance with respect to the Premises during the Term:

(a) Commercial general liability insurance with a broad form endorsement providing insurance against claims for bodily injury (including death), property damage occurring upon or in the Premises, and contractual liability, and having limits of liability equal to the greater of: (i) \$1,000,000 per occurrence / \$5,000,000 in the aggregate; or (ii) limits that are then reasonable and customary for similar projects and uses in the City of Chicago (which limits may be by means of primary only or primary and umbrella policies issued on a "following form" basis);

(b) Excess liability insurance naming the Landlord as an additional insured, with a minimum policy limit of \$5,000,000 per occurrence and \$5,000,000 in the aggregate; and

(c) Automobile liability insurance for any auto with a \$1,000,000 per occurrence policy limit;

(d) Worker's compensation insurance with statutory coverage, if and as required by applicable law, and employer's liability with limits of no less than \$1,000,000; and

(e) Such other liability insurance for such coverages and in such amounts as Landlord and Tenant deem reasonable and customary for similar projects, uses and risks in the City of Chicago.

All of the foregoing policies of liability insurance (except workers's compensation and employer's liability) shall: (i) name Landlord and, if obtainable, Landlord's Protected Persons as additional insureds with respect to all liability coverages, (ii) provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Landlord or Tenant (or any Subtenant or other occupant of the Premises) which might otherwise result in a forfeiture of said insurance, and (iii) be primary and non-contributory without recourse with respect to Landlord and, if obtainable, Landlord's Protected Persons, but only with respect to any claim arising solely out of activities or occurrences relating to the Premises, and the policies shall contain appropriate endorsements to such effect. Landlord shall, from time to time, provide Tenant in writing with the specific names of such of any Landlord's Protected Persons that Landlord wishes to have

separately named as additional insureds, if obtainable, in any policies required pursuant to this Section 7.2.

Tenant and any Subtenant shall deliver or cause their contractors and subcontractors to deliver to Landlord the certificates, policies or binders of insurance required in this Section 7.2 and in Section 16.5 below, to the extent applicable ("Insurance"). The receipt of any Insurance does not constitute an agreement by Landlord that the Insurance requirements have been fully met or that Insurance policies indicated on the certificate or binder are in compliance with all requirements set forth herein. Landlord's failure or inability to obtain certificates, binders, policies or other evidence of Insurance for Tenant, any Subtenant, their contractors or subcontractors as applicable shall not be deemed to be a waiver by Landlord of the Insurance requirements set forth herein. Non-conforming Insurance shall not relieve Tenant, any Subtenant, contractor or subcontractor of the obligation to provide Insurance as specified herein. After thirty (30) days notice to Tenant, Subtenant, contractor or subcontractor, Landlord may purchase the Insurance if they have failed to do the same and the cost of the Insurance shall be reimbursed to Landlord in full within 30 days as Additional Rent with interest at the Leased Interest Rate from the date of Landlord's expenditure.

Tenant, any Subtenant, their contractors, and subcontractors shall be responsible for any and all deductibles or self-insured retentions. Tenant, any Subtenant, their contractors and subcontractors agree that their Insurance shall be primary and any Insurance or self-insurance programs maintained by Landlord shall not be in lieu of or a substitute for the Insurance to be provided by the Tenant, any Subtenant, their contractors or subcontractors as applicable under this Lease. The required Insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on indemnity. Tenant, any Subtenant, contractor or subcontractor agree that they shall not commit any act which may result in a forfeiture of any said required Insurance.

Section 7.3. Self-Insurance Right of City of Chicago. Notwithstanding the foregoing provisions of this Article VII, so long as the City of Chicago is the Tenant, the City of Chicago may self-insure with respect to the insurance coverages required under this Article VII. In the event the City of Chicago subleases the Premises, however, the Subtenant shall be required to comply with the provisions of this Article VII. Subtenant may comply with these Insurance requirements by adding the Premises and Landlord's Protected Persons to Subtenant's existing Insurance Policies with Landlord named as an additional insured. During such time as the Subtenant is carrying the Insurance specified in this Article VII, the City as Tenant under this Lease, shall have no insurance obligation and any claims shall be made under and satisfied by the Subtenant's insurance.

Section 7.4. Notice, Approval and Evidence of Insurance. All insurance shall be secured from duly licensed insurers with a minimum AMB Best Rating of A-VI or any successor or substitute company rating insurers' financial stability. Upon the execution of this Lease and any Sublease thereafter, at Landlord's request, Tenant and any Subtenant shall deliver to Landlord true, correct and complete copies of all insurance policies (including amendments, renewals or replacements thereof), certified by the respective insurers, or other evidence of the existence or continuation of all required insurance, together with evidence reasonably satisfactory to Landlord of the payment of the applicable premiums thereon. In the event actual

policies are not available at such time, Tenant and/or any Subtenant shall deliver binders or certificates evidencing such insurance and shall deliver the policies required as soon as practicable thereafter.

Copies of the certificates of insurance, policies or binders must be sent to Landlord as follows, or to any other address upon notice to Tenant:

Chicago Board of Education
c/o Bureau of Risk Management
125 S. Clark Street, 14th Floor
Chicago, Illinois 60603
Phone: (773) 553-2828
Fax: (773) 553-3326

When a policy is renewed or replaced, the policy's retroactive date must coincide with the expiration date of the prior policy to avoid any coverage gaps. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

Section 7.5. No Separate Insurance. Tenant shall not obtain separate insurance concurrent in form or contributing in the event of a loss with that required by this Article to be furnished by Tenant unless Landlord is included therein as an additional insured as provided in this Lease. Tenant shall give Landlord notice it has procured any such separate insurance and shall deliver evidence thereof to Landlord as provided in Section 7.4

Section 7.6. Notice of Cancellation or Modification. All insurance required pursuant to this Article VII, to the extent obtainable, shall contain an agreement by the insurers that such coverage shall not be changed, canceled or not renewed without at least thirty (30) days' prior written notice to Landlord.

Section 7.7. Adjustment of Losses. Losses under any property damage insurance policy shall be adjusted solely by Tenant.

Section 7.8. Renegotiation; Disputes. Landlord and Tenant shall negotiate in good faith from time to time what constitutes reasonable and customary coverages and amounts in light of changing practices in the insurance industry, customarily available coverages and costs thereof. Disputes under this Article VII shall be determined by mediation followed by arbitration pursuant to Article XVII, except that the arbitrator or arbitrators selected shall be a person or persons of recognized standing in the insurance industry.

ARTICLE VIII LIENS

Section 8.1. No Authority to Create Liens Against Landlord's Interest. Tenant shall have no right, authority or power to bind Landlord for the payment of any claim for labor or material or for engineering or architectural fees, or for any charge or expense incurred in the erection, construction, repair, renewal, replacement, reconstruction, alteration, restoration, maintenance, operation or management of the Premises, or any portion thereof, nor to subject the Landlord's Estate, or any portion thereof, to any lien or claim for lien for any labor, material,

service (including management services) or for any other charge or expense incurred in connection therewith. In addition, Tenant shall not be considered the agent of Landlord in authorizing or conducting any such work or in the management or operation of the Premises. This Lease shall constitute notice that Landlord shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, or any service rendered at the Premises for Tenant and that no mechanic's or other lien for such work or materials or services shall attach to or affect the Landlord's Estate, unless specifically ordered by Landlord in writing.

Section 8.2. No Liens, Charges, or Encumbrances Against Landlord's Estate. Subject to Section 8.3, Tenant shall, at all times, keep the Landlord's Estate free and clear of mechanics', suppliers' and other liens, and all charges, claims and encumbrances caused or created by Tenant, or anyone claiming by, through or under Tenant.

Section 8.3. Tenant's Duty to Obtain Discharge of Liens Against Premises. If any claim for lien, or any mechanics' or other lien, charge, or order for the payment of money or other encumbrance shall be filed against Landlord or any portion of the Premises (whether or not such claim, lien, charge, order, or encumbrance is valid or enforceable as such), other than those resulting from an act of Landlord or any employee or agent of Landlord, Tenant shall indemnify and hold Landlord harmless against and from all Claims resulting therefrom. In addition, if any such lien, charge, order or encumbrance shall be filed against the Landlord's Estate, or any portion thereof, Tenant, at its own cost and expense, after written notice from Landlord requesting the same, shall cause same to be discharged of record or bonded or insured over within 90 days after such notice; and if Tenant fails to comply with the foregoing provisions, Landlord may discharge or bond or insure over any such claim, lien, charge, order, or encumbrance. Tenant shall reimburse Landlord upon demand for all costs, expenses, and other sums of money in connection therewith (as Additional Rent) with interest at the Lease Interest Rate from the date of Landlord's expenditure. Landlord may not so discharge or remove any lien, nor shall Tenant be deemed to be in breach of Section 8.2, if Tenant is in good faith contesting such lien, by appropriate legal proceedings and has provided Landlord with written notice of the same; provided the nature of such legal proceedings is such that, during the pendency of such proceedings, they shall operate to prevent the sale of Landlord's Estate or any portion thereof.

ARTICLE IX ASSIGNMENTS, SUBLEASES, MORTGAGES AND SALES

Section 9.1. Assignment or Subletting by Tenant.

(a) Except as specifically permitted under Sections 9.1(b) and 9.2 or elsewhere in this Lease, Tenant shall not, under any circumstance, whether voluntary or involuntary, or by operation of law, assign, transfer or sublease the Premises or Tenant's rights under this Lease, without in each case first obtaining the prior written consent of Landlord, which consent may be granted, withheld, or granted with such conditions as Landlord may require, in Landlord's sole and absolute discretion.

(b) Landlord's consent shall not be required in connection with: (i) assignments or transfers to or by a Leasehold Mortgagee or its nominee exercising its

rights and remedies under a Leasehold Mortgage (provided that notice of any such transfer is given by the Leasehold Mortgagee to Landlord); (ii) the granting of licenses or easements in connection with the development or operation of the Premises; (iii) the granting of security interests in personal property, trade fixtures and trade equipment; or (iv) a Sublease of the Premises to any Person, provided that any such subletting shall not release the Tenant from its obligations under this Lease unless Landlord agrees in writing. Landlord acknowledges that, concurrently herewith, Tenant intends to sublease the entire Premises to The Catholic Bishop of Chicago for a term ending the day before the Expiration Date, and consents to such sublease (the "Archdiocese Sublease"), and that the Landlord shall be looking to The Catholic Bishop of Chicago, rather than the City of Chicago, for the performance of Tenant's obligations under this Lease (as incorporated in, or restated and fully set forth in, the Archdiocese Sublease), without waiving any rights that Landlord may have against Tenant for its payment obligation under Section 3.1 of this Lease.

(c) If a transfer of the Tenant's Leasehold Estate or a subleasing permitted or consented to in accordance with the provisions of this Lease occurs, such transferee or Subtenant shall enter into an agreement with Tenant by which it agrees to perform all of Tenant's rights and obligations under this Lease, other than the Tenant's payment obligations under Section 3.1 of this Lease. Upon the consummation of such permitted transfer or subleasing and the delivery to Landlord of such agreement executed by such transferee or Subtenant (to which Landlord shall execute a limited joinder or otherwise consent to), such transferee or Subtenant shall succeed to all rights and obligations of Tenant under this Lease, provided, however, that the Tenant shall not be released of Tenant's payment obligations under Section 3.1 of this Lease unless Landlord consents to such release in writing.

(d) After the occurrence of an Event of Default under this Lease and without terminating the Lease, Landlord, for the benefit of any bona fide Subtenant which is not an Affiliate of Tenant, upon the request of such Subtenant, shall recognize the Subtenant's rights to continued possession under the Sublease; so long as at such time both (x) no default exists under the Subtenant's Sublease which would then permit the Tenant, as sublandlord thereunder to terminate the Sublease, (y) Subtenant provides the evidence of Insurance to Landlord and (z) the Subtenant delivers to Landlord an instrument confirming the agreement of the Subtenant to attorn to Landlord and to recognize Landlord as the Subtenant's sublandlord under the Sublease, which instrument shall provide that neither Landlord nor anyone claiming by, through or under Landlord shall be:

(1) liable for any act or omission of any prior sublandlord under such Sublease (including, without limitation, the then landlord);

(2) subject to any offsets, claims or defenses which such Subtenant may have against any prior sublandlord (including, without limitation, the then sublandlord);

(3) bound by any payment of rent which such Subtenant might have made for more than one (1) month in advance to any prior sublandlord under the Sublease (including, without limitation, the then landlord); or

(4) bound by any obligation to make any payment to the Subtenant.

(e) If any Subtenant entitled to such recognition shall so request, Landlord shall execute and deliver an agreement, in form and substance reasonably satisfactory to Landlord and such Subtenant, confirming that, subject to the provisions of clauses (x), (y) and (z) of Section 9.1(d), such Subtenant is entitled to such recognition.

Section 9.2. Mortgage by Subtenant.

(a) Landlord and Tenant agree that any permitted Subtenant may grant a subleasehold mortgage for any lawful purpose, for any amounts and upon any terms desired by such Subtenant. A subleasehold mortgage, and any amendment thereto or any modification, renewal, replacement or extension thereof, is referred to herein as a "Leasehold Mortgage". No Leasehold Mortgage or other mortgage shall extend to or affect any portion of Landlord's Estate or Tenant's Leasehold Estate. Such Leasehold Mortgage or other mortgage shall only extend to and affect the Subtenant's subleasehold estate.

(b) Subtenant shall, upon execution of the Leasehold Mortgage, provide to Landlord: (i) a copy of such Leasehold Mortgage, certified by such Subtenant as being a true, correct and complete copy thereof; and (ii) written notice containing the name and address of the then Leasehold Mortgagee.

(c) Any foreclosure or exercise of rights pursuant to a Leasehold Mortgage by a Leasehold Mortgagee on account of a default thereunder by such Subtenant shall not result in a termination of this Lease, nor shall any such exercise alone be deemed an Event of Default under this Lease.

(d) So long as any Leasehold Mortgage is in existence, unless the Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Land and the Leasehold Estate shall not merge nor shall the Tenant's Leasehold Estate and any subleasehold estate created by Sublease merge, but shall remain separate and distinct, notwithstanding the acquisition of said fee title and Tenant's Leasehold Estate or the Tenant's Leasehold Estate and any such Subleasehold Estate by any single owner.

(e) So long as any Leasehold Mortgage is in existence, unless the Leasehold Mortgagee shall otherwise expressly consent in writing, Landlord shall not accept a voluntary surrender of this Lease by Tenant or modify, amend or supplement this Lease, except as may be necessary to comply with statutory requirements applicable to Landlord's operations.

(f) Upon written request by either party or the Leasehold Mortgagee, the party to whom the request was made will promptly certify to the requesting Person, or to any proposed assignee or grantee or mortgagee, whether or not this Lease is valid and

subsisting, whether or not it has been modified (and if there are modifications, stating them) and whether or not the party executing the certificate has knowledge of any default or breach by the other party under any of the terms of this Lease (and if any exists, stating them).

(g) Subject to Sections 8.3, 9.1(c), 13.1 or 16.3, Landlord agrees (and without waiving any rights that Landlord may have against Tenant for its payment obligations under Section 3.1 of this Lease) that: (i) any Leasehold Mortgagee that succeeds to any Subtenant's interest under the Sublease and becomes a successor Subtenant under a Sublease shall not be responsible for any then existing indemnification obligations of the former Subtenant; (ii) such Leasehold Mortgagee shall not be required to cure a default that cannot be cured by the payment of money or the taking of affirmative action (an "Incurable Default"); and (iii) failure by such Leasehold Mortgagee to cure an Incurable Default or to assume such existing indemnification obligations of the former Subtenant shall not constitute a basis for not recognizing such Leasehold Mortgagee as the successor Subtenant.

(h) Landlord shall give to the Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice mentioned in clause (ii) of Section 9.2 (b), a copy of each notice of default to Tenant and any Subtenant at the same time as and whenever any such notice of default shall thereafter be given by Landlord to Tenant or any Subtenant. Each Leasehold Mortgagee (i) shall thereupon have a period of ten (10) days more in the case of a default in the payment of Additional Rent and thirty (30) days more in the case of any other default, after such notice is given to Leasehold Mortgagee, for remedying the default or causing the same to be remedied or causing action to remedy a default to be commenced than is given Tenant or any Subtenant after such notice is given to it; and (ii) shall, within such period and otherwise as herein provided, have the right, but not the obligation, to remedy such default, cause the same to be remedied or cause action to remedy a default to be commenced. Landlord shall accept performance by a Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder or Subtenant's part to be performed pursuant to the Sublease with the same force and effect as though performed by Tenant or any Subtenant, so long as such performance is made in accordance with the terms and provisions of this Lease.

(i) No default by Tenant or any Subtenant or Event of Default shall be deemed to exist as long as a Leasehold Mortgagee, in good faith, (i) shall have commenced or caused to be commenced to cure promptly the default or Event of Default and continuously pursues or causes to be pursued the same to completion with reasonable diligence and continuity, or (ii) if possession of the Premises or any part thereof is required in order to cure the default or Event of Default, shall have notified Landlord of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and thereafter within thirty (30) days after the giving of such notice commences such foreclosure proceedings, prosecutes such proceedings with reasonable diligence and continuity and, upon obtaining such possession, commences promptly to cure the default or Event of Default and pursues the same to completion with reasonable diligence and continuity.

(j) No Leasehold Mortgagee shall become liable under the provisions of this Lease unless and until such time as it becomes the owner of the subleasehold estate created by the Sublease and then only to the extent as provided in such Sublease; provided, however, that if a Leasehold Mortgagee obtains possession and day-to-day control of the Premises, whether by the appointment of a receiver or otherwise, such Leasehold Mortgagee shall, upon obtaining such possession and day-to-day control of the Premises, be obligated to provide the insurance required under Article VII of this Lease.

Section 9.3. Mortgage by Landlord. Landlord may not, during the Term, create or permit a lien on or mortgage Landlord's Estate, or any portion thereof; provided, however, that the foregoing prohibition shall not create any obligation on Landlord with respect to a lien described in Section 8.2.

ARTICLE X CONDEMNATION

Section 10.1. Condemnation and Termination.

(a) If, at any time during the Term, the whole or any Significant Portion of the Premises shall be taken (excluding a taking of the fee interest in the Premises, if after such taking Tenant's rights under this Lease are not or will not be materially affected) for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and those authorized to exercise such right, at Tenant's option, this Lease and the Term shall terminate and expire on the date of such taking and the Additional Rent payable by Tenant hereunder shall be apportioned as of the date of such taking. No apportionment of the Ground Rent-Consideration shall be made in any instance. If Tenant chooses to exercise the option to cancel this Lease provided for herein, it shall notify Landlord within sixty (60) days after the date that Tenant receives notice of such taking. The cancellation shall be effective as of the date of taking, subject, however, to Landlord's receipt of the amounts set forth in Section 10.1(b).

(b) If the whole or any Significant Portion of the Premises shall be taken or condemned and Tenant elects to cancel this Lease as provided for in Section 10.1(a) hereof, the award shall be allocated and paid as follows: (i) there shall first be paid to Landlord an amount equal to the Land Value, (ii) Landlord shall then receive compensation for the value of the Building in an amount determined by multiplying the balance of the award by the Condemnation Fraction (as defined below); and (iii) Tenant shall receive the balance of the award. If there shall be any dispute as to the distribution of the award, such dispute shall be resolved by arbitration in accordance with the provisions of Article XVII.

"Land Value" shall mean the value of that part of the Land taken plus damages to the remainder, if any, to the portion of the Land not so taken, if any, with the Land to be valued as if unimproved and unencumbered by this Lease, any mortgage, trust deed or otherwise. The "Condemnation Fraction" shall mean a fraction, the numerator of which

shall be the number of years (or fractions thereof) that this Lease shall have been in effect, and the denominator of which shall be ninety-nine (99).

(c) For illustrative purposes only, if (1) the Term of this Lease commences in 2010, (2) the whole of the Premises is taken 2040, (3) Tenant elects to cancel the Lease in 2040, (4) the award is Ten Million and No/100 Dollars (\$10,000,000), (5) the Land Value is Two Million and No/100 Dollars (\$2,000,000), then the award would be paid as follows: *first*, Two Million and No/100 Dollars (\$2,000,000) to Landlord, *second*, \$2,505,050.50 (31/99 times \$8,000,000) to Landlord, *third*, \$5,494,949.50 to Tenant. Each of the parties shall execute and deliver any and all documents that may be reasonably required in order to facilitate collection by them of such awards in accordance with the provisions of this Article X.

(d) For purposes of this Article X, the "date of taking" shall be deemed to be the earlier of (i) the date on which actual possession of the whole or substantially all of the Premises or a part thereof, as the case may be, is acquired by any lawful power or authority pursuant to the provisions of applicable federal or state law, or (ii) the date on which title to the Premises or the aforesaid portion thereof shall have vested in any lawful power or authority pursuant to the provisions of the applicable federal or state law.

(e) For purposes of this Article X, a "Significant Portion" of the Premises shall be deemed to mean such portion of the Premises as, when so taken, would leave remaining a balance of the Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not, in Tenant's reasonable estimation, under economic conditions, market conditions, applicable zoning laws or building regulations then existing or prevailing, readily accommodate a new Building (or a restored Building) of a nature similar (in style, architecture, floor plans, facade, shape, height, configuration, landscaping and overall aesthetic sense) to the Building existing at the date of such taking and after performance of all covenants, agreements, terms and provisions herein and by law required to be performed and paid by Tenant. If there shall be any dispute as to whether a Significant Portion of the Property shall have been taken, such dispute shall be resolved by arbitration in accordance with the provisions of Article XVII.

Section 10.2. Restoration or Demolition. If Tenant elects not to exercise the option to cancel this Lease pursuant to Section 10.1(a) hereof or if less than a Significant Portion of the Premises is so taken, this Lease and the Term shall continue without abatement of the Additional Rent or diminution of any of Tenant's obligations hereunder. Tenant, whether or not the award shall be sufficient for such purpose, at Tenant's sole election upon notice to Landlord, shall proceed with reasonable diligence to restore any remaining part of the Premises not so taken to a complete, self-contained architectural unit. If Tenant elects not to exercise the option to cancel this Lease pursuant to Section 10.1(a) hereof or if less than a Significant Portion of the Premises is so taken, the award or awards for such taking, less the cost of the determination of the amount thereof, shall be paid to Tenant. Subject to the provisions and limitations in this Article 10, the award less all reasonable expenses paid or incurred by Tenant and Landlord in the condemnation proceedings shall be made available to Tenant, as may be necessary to pay the cost of restoration of the Building or demolition of the part of the Building remaining. Any balance of the award

after completion of the Restoration or demolition shall be paid as follows: Landlord shall receive the amount of such balance multiplied by the Condemnation Fraction and Tenant shall receive the balance of such award. If there shall be any dispute as to the distribution of any award, such dispute shall be resolved by arbitration in accordance with the provisions of Article XVII. Each of the parties shall execute and deliver any and all documents that may be reasonably required in order to facilitate collection of the award.

Section 10.3. Other Compensation. Notwithstanding anything to the contrary contained in this Lease, in case of any governmental action not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefore including, without limitation, the changing of the grade of any street upon which the Premises abut, then this Lease shall continue in full force and effect without reduction, diminution or abatement of Rent and the entire award shall be paid to Landlord, unless such governmental action has materially adversely affected the value or operation of the Building, in which case the award shall be equitably apportioned between Landlord and Tenant.

In the event of any dispute as to the right to or the amount of such equitable apportionment, such dispute shall be resolved by arbitration in accordance with the provisions of Article XVII.

Section 10.4. No Compromise. Anything contained herein to the contrary notwithstanding, neither Landlord nor Tenant shall enter into, settle or compromise any taking or other governmental action creating a right to compensation as provided in this Article 10 without the prior consent of the other.

ARTICLE XI DAMAGE TO PREMISES

Section 11.1. No Obligation to Restore. Except as otherwise provided in Article XVIII, if all or any portion of the Premises shall be damaged or destroyed by a Casualty, Tenant has no obligation to restore the Premises to its previous condition; provided, however, that if Tenant elects not to restore the Premises, Tenant shall promptly demolish any then-existing improvements to grade level and lawfully dispose of all demolition material and debris.

Section 11.2. Adjustment of Losses. Landlord shall not be entitled to participate in the adjustment of any losses arising from a Casualty. The Leasehold Mortgagee shall be entitled to participate in the adjustment or settlement of any insurance claims relating to a Casualty.

ARTICLE XII CHANGES AND ALTERATIONS

Section 12.1. Conditions Governing Changes and Alterations. Tenant shall have the right, in its sole discretion, and at its cost and expense to make or perform such replacements, renewals, additions, betterments, changes and alterations (including demolishing the Existing Improvements and/or constructing a new building for a different use), structural or otherwise, to any Building or other Improvement ("Changes and Alterations") as Tenant deems necessary or appropriate.

Section 12.2. Changes and Alterations Constitute a Part of Premises. Any Changes and Alterations that are made shall immediately become a part of the Premises, but shall remain the property of Tenant during the Term of this Lease.

ARTICLE XIII INDEMNIFICATION BY TENANT

Section 13.1. Indemnification by Tenant. To the fullest extent not prohibited by applicable law, Tenant shall protect, indemnify, save harmless and defend Landlord and its respective Protected Persons from and against any and all Claims arising from or in any way related to: (i) the conduct, management or occupancy of or from any work or thing whatsoever done in and on the Premises, or any part thereof, caused by Tenant; (ii) any breach or default on the part of Tenant under this Lease; (iii) any intentional or grossly negligent act of Tenant or any of Tenant's agents, contractors, servants, employees or invitees; (iv) any accident, injury or damage whatsoever caused to any Person or Premises occurring during the Term of this Lease, in or on the Premises, or any part thereof caused by Tenant; or (v) any Environmental Event or any personal injury (including wrongful death) or Premises damage (real or personal) arising out of or relating to any Environmental Event or any failure by Tenant to comply with any applicable Environmental Law. Notwithstanding the foregoing, the City of Chicago, after execution of and during the term of the Archdiocese Sublease, shall have no indemnification, hold harmless or defense obligation under this Article XIII unless the City of Chicago, or its contractors or subcontractors, enters the Premises and commits an act described in preceding clauses ((i), (iii), (iv) or (v) or, as to clause (ii), breaches or defaults in its payment obligation under Section 3.1.

Section 13.2. Notice of Claim or Potential Claim. Upon obtaining actual knowledge of any Claim or of any occurrence or event which could give rise to a Claim (a "Potential Claim"), or promptly upon receiving notice from a Protected Person against or by whom such Claim or Potential Claim has or may be imposed, asserted or incurred, as the case may be, Landlord or a Landlord's Protected Person, as the case may be, shall notify Tenant of such Claim or Potential Claim (a "Claim Notice") and, in addition, shall promptly provide to its insurance carrier or carriers any notice required under any policy of insurance that is or may be applicable. A Claim Notice shall specify, in reasonable detail, the nature and estimated amount of any such Claim or Potential Claim, if known. Notwithstanding the foregoing, a Protected Person's failure to give such notice shall not relieve any Indemnitor of its indemnification obligations under this Lease, except to the extent that such Indemnitor is materially prejudiced as a result of such failure.

Section 13.3. Defense of Claims. Tenant (referred to in this Article XIII as the "Indemnitor"), at its expense, shall undertake the defense of each Claim alleging any act, omission, occurrence or condition with respect to which Tenant must indemnify Landlord under Section 13.1, with attorneys of its own choosing reasonably satisfactory to each Protected Person giving the Claim Notice ("Indemnitee"). Indemnitor shall keep each Indemnitee informed of all significant developments and shall provide each Indemnitee and its attorneys with copies of all documents relating to such Claim or Potential Claim. Each Indemnitee shall have the right, at each such Indemnitee's expense, to monitor and be present at, either through its representatives or its attorneys, all proceedings, hearings, testimony and depositions and to receive copies of all pleadings, motions, orders, transcripts, interrogatories and other discovery documents relating to any Claim or Potential Claim. Indemnitor shall not pay, compromise or settle any Claim or Potential Claim without first consulting each Indemnitee respecting the same and seeking such Indemnitee's consent to such payment, compromise or settlement, which consent shall not be unreasonably withheld or delayed if the settlement provides for a complete release of such Indemnitee and other reasonably satisfactory terms.

Section 13.4. Failure to Defend; Separate Representation. If Indemnitor fails to timely and diligently defend the Claim or Potential Claim for which it is liable under Section 13.1, each Indemnitee, at Indemnitor's expense and after giving notice to Indemnitor of such action, may undertake the defense of the Claim or Potential Claim and, without the consent of Indemnitor being required, may compromise or settle the Claim or Potential Claim, all for the account of Indemnitor. Each Indemnitee shall have the right to employ counsel to represent it with respect to any Claim or Potential Claim under this Article XIII at Indemnitor's expense.

Section 13.5. Survival of Indemnities. The provisions of this Article XIII shall survive the expiration or earlier termination of this Lease with respect to any Claim Notice received by Tenant within two (2) years after the later of (i) the expiration or earlier termination of this Lease or (ii) two (2) years after the date on which the Protected Person first obtains actual notice of such Claim or Potential Claim; or such longer statutory period as may apply.

ARTICLE XIV INSPECTION AND EXHIBITION OF PREMISES BY LANDLORD

Tenant agrees to permit Landlord and the authorized representatives of Landlord, at reasonable times and frequencies and upon reasonable prior written notice, to enter upon any portions of the Premises for the purposes of inspecting the same to assure Tenant's compliance with the provisions of this Lease.

ARTICLE XV DEFAULTS AND REMEDIES

Section 15.1. Events of Default. An "Event of Default" shall occur under this Lease if any of the following events occurs:

- (a) Tenant fails to pay, when due, any installment of Ground Rent-Consideration, Additional Rent or any other amount to be paid by Tenant under this

Lease, and such failure continues for a period of thirty (30) days after written notice from Landlord specifying such failure; or

(b) Tenant (i) fails to maintain any of the Insurance required under Section 7.2 or Section 16.5, to the extent applicable, or (ii) fails to provide Landlord with evidence of such Insurance or the payment of the premium therefor in accordance with Section 7.2 or Section 16.5, to the extent applicable (collectively, "Insurance Default"); or

(c) Tenant fails to perform or observe any other obligation, term or provision under this Lease, and such failure continues for sixty (60) days after written notice from Landlord to Tenant specifying such Event of Default; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently pursues all actions required to cure such default, such failure shall not constitute an Event of Default hereunder.

Section 15.2. Landlord's Remedies.

(a) If any Event of Default shall occur, and after the expiration of any applicable notice and cure period applicable to such Event of Default as provided in Section 15.1 and so long as such Event of Default is continuing, Landlord may, but shall have no obligation to, upon five (5) Business Days' prior notice to Tenant, cure any such Event of Default. All amounts expended by Landlord in connection therewith, together with interest thereon at the Lease Interest Rate from the date incurred or paid by Landlord to the date of payment by Tenant, shall be Additional Rent due from Tenant upon demand.

(b) If an Insurance Default under Section 15.1(b) shall occur, Landlord may (but shall not be obligated to) procure such Insurance, at Tenant's expense. Any cost incurred or paid by Landlord in connection therewith, together with interest thereon at the Lease Interest Rate from the date incurred or paid by Landlord to the date of payment by Tenant, shall be Additional Rent due from Tenant upon demand. Landlord shall have the right to file a court action to terminate the Lease and Tenant's right to possession if Tenant or any Subtenant fails to provide the Insurance required under Section 7.2 or fails to reimburse Landlord for the cost of Insurance advanced by Landlord within two (2) years after a Notice of Default with respect thereto has been given.

(c) If any Event of Default shall occur, Landlord may pursue any or all of its other rights and remedies provided in this Lease or available to Landlord at law or in equity; provided, however, that in no event (unless a default exists under the Subtenant's Sublease which would then permit the landlord thereunder to terminate the Sublease or exercise any dispossession remedy provided for therein) shall such rights and remedies include the termination of this Lease, or termination of Tenant's right of possession of the Premises and Landlord (subject to the foregoing parenthetical qualification) hereby expressly and irrevocably waives any rights and remedies under the Illinois Forcible Entry Detainer Act (735 ILCS 5/9 101, et seq.), as may be amended, or any successor statute except for an Insurance Default as defined in Section 15.2(b) above.

(d) After the occurrence of an Event of Default and so long as such Event of Default is continuing, funds in the hands of Landlord that would otherwise be payable to Tenant shall be retained by Landlord and shall not be paid to Tenant until all Events of Default have been cured. If the Expiration Date should occur prior to Tenant's cure of each and every such Event of Default, Landlord shall be entitled to apply such funds to cure any unremedied Events of Default and to compensate Landlord for any amounts due under this Lease.

Section 15.3. Rights Cumulative. Subject to the provisions of Section 15.2, the exercise by Landlord of any right or remedy against Tenant or the Premises provided for herein shall not preclude the simultaneous or successive exercise of any other right or remedy provided for herein, including specific performance or injunctive relief.

ARTICLE XVI LANDLORD'S AND TENANT'S ENVIRONMENTAL COMPLIANCE

Section 16.1. Compliance with Environmental Laws. During the entire Term of this Lease, Tenant shall comply with any Environmental Laws applicable to the Premises including, without limitation, any NFR Letters. Tenant shall not permit the Premises, or any portion thereof, to contain, be used to store or otherwise used to generate, treat or handle in any manner Hazardous Substances, except as permitted under an NFR Letter and except for Hazardous Substances stored, generated, disposed of, managed or used in compliance with all Environmental Laws. Tenant acknowledges that its compliance shall include, by way of illustration and not by way of limitation, the completion and timely filing of all reports and statements required pursuant to any Environmental Laws and the payment of all charges, fees and costs that may be assessed or imposed from time to time in connection therewith; and the timely disclosure to Landlord upon request of any information required pursuant to the Illinois Environmental Protection Act, as may be amended or replaced from time to time, in order to permit Landlord or others to make full and complete assessments, disclosures or filings as required pursuant to such Act. Landlord shall not take any actions that conflict with or impair Tenant's ability to comply with its obligations set forth in this Article XVI. Notwithstanding the foregoing, the City of Chicago, after execution of and during the term of the Archdiocese Sublease, shall have no obligation or liability under the provisions of this Article XVI unless the City of Chicago, or its contractors or subcontractors, enters the Premises after the date hereof and violates any Environmental Laws.

Section 16.2. Environmental Tests. Upon Landlord's written demand at any time during the Term of this Lease, Tenant shall furnish Landlord a copy of any environmental assessments of the Premises, or any portion thereof, provided to or obtained from any Leasehold Mortgagee, Governmental Authority or third party.

Section 16.3. Tenant's Remediation Obligations.

(a) If any environmental assessment of the Premises or any portion thereof, conducted by or on behalf of Tenant, any Subtenant, any Leasehold Mortgagee, or any Governmental Authority discloses an Environmental Event, Tenant shall, at Tenant's sole expense, as promptly as practicable in light of the nature of such Environmental Event,

comply with the applicable requirements of any Governmental Authorities or Environmental Laws with respect to such Environmental Event.

(b) Should an Environmental Event occur as a result of any intentional or unintentional act or omission on the part of Tenant, or any other Person (other than Landlord or any Person acting by, through or under Landlord), Tenant shall immediately notify Landlord thereof upon Tenant becoming aware of such Environmental Event and then as promptly as practicable, in light of the nature of such Environmental Laws and other relevant existing circumstances, complete any Remediation as required by applicable Environmental Laws and any applicable NFR Letter.

(c) Tenant's failure to perform any Remediation required of Tenant pursuant to Sections 16.3(a) or 16.3(b) ("Environmental Default") shall entitle Landlord, after expiration of the applicable notice and cure period provided in Section 15.1(c), or such other time period as Tenant and Landlord shall agree is reasonable under the circumstances, to cause such Remediation to be conducted, and Tenant, immediately upon demand by Landlord, shall pay to Landlord all costs and expenses paid or incurred by Landlord as a result thereof, which costs and expenses, until repaid, shall constitute a lien against the Tenant's Leasehold Estate. Landlord, in exercising its cure rights under Section 15.2(a), need not give any notice or cure period prior to commencing any Remediation that Tenant fails to perform if (i) Landlord is ordered to perform such Remediation by any Governmental Authority or by court order or (ii) there is an imminent risk of further contamination by Hazardous Substances of the Premises or any other premises or to the environment. Landlord shall have the right to file a court action for specific performance or injunctive relief (which relief may seek to enjoin Tenant or any Subtenant from using or occupying the Premises) if Tenant or Subtenant fails or refuses to comply with any final, non-appealable order or decision from any Governmental Authority requiring Tenant to comply with the terms and conditions in a NFR Letter pertaining to the Premises or to take any remedial action required to comply with the Environmental Laws with respect to any Environmental Event ("Environmental Default"). Landlord reserves the right to terminate the Sublease if the Premises has been subleased to a person or entity other than The Catholic Bishop of Chicago or an Affiliate thereof and such successor Subtenant fails to cure or remedy an Environmental Default within the time period set forth in any such final, non-appealable order or decision.

(d) Tenant shall have the right to contest, by appropriate legal or administrative proceedings, any required Remediation unless the failure of Tenant to immediately commence such Remediation would: (i) result in an imminent risk of further contamination by Hazardous Substances of the property or any other Premises, or would endanger human health or the environment; or (ii) subject Landlord to any fine or penalty or to prosecution for a crime. In addition, Tenant's right to contest shall apply only if the nature of such proceedings is such that, during the pendency of such proceedings, they shall operate to prevent any portion of the Premises from being condemned or vacated.

Section 16.4. Landlord's Remediation Obligations. Landlord shall have no obligation to perform or pay the cost of any Remediation concerning the Premises during the Term of this Lease resulting from any Environmental Event occurring prior to the Commencement Date,

unless such remediation is directly attributable to the act or omission of Landlord or any Person claiming by, through or under Landlord, after the date hereof. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in its "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, geology, groundwater, structures or any other physical characteristic of the Premises; (d) compliance of the Premises with any applicable laws, including, without limitation, zoning and building codes and Environmental Laws; or (e) the presence or removal of Hazardous Substances or environmental conditions in, on, under or about the Premises. Tenant acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Landlord or its agents or employees with respect thereto. Tenant agrees that it is Tenant's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Premises in a condition suitable for its intended use. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises was suitable for Tenant's intended purposes as of the date thereof.

Section 16.5. Insurance Requirements. Landlord and Tenant shall require all consultants and any contractors engaged in performing any Remediation to maintain insurance reasonably acceptable to the other party during the performance of the same. Such insurance shall include, at minimum, commercial general liability insurance and contractor's pollution liability insurance in the usual and customary form and amounts for the type of Remediation work to be performed and shall name Landlord and Tenant as additional insureds.

ARTICLE XVII MEDIATION AND ARBITRATION

Section 17.1. Negotiation and Mediation Prior to Arbitration.

(a) If any provision of this Lease expressly requires mediation or arbitration with respect to a matter, Landlord and Tenant shall use good faith efforts to negotiate with respect to such matter, including at least one face-to-face meeting between business representatives of Landlord and Tenant.

(b) If the dispute has not been resolved within thirty (30) days after such meeting, then the parties shall next attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or, if the American Arbitration Association no longer exists or provides mediation services, under the applicable rules or procedures of another recognized independent third-party organization then providing comparable mediation services ("Third Party Arbitration Service").

Section 17.2. Procedure for Initial Appointment of Arbitrators. If any dispute has not been resolved pursuant to Section 17.1 within sixty (60) days after the mediation has concluded, either party may demand arbitration by notice to the other party setting forth the points in dispute. Within ten (10) Business Days after such notice, the party so notified shall respond with a notice setting forth any additional points in dispute. Within ten (10) Business Days after of the second party's response, the parties shall agree on a panel of three (3) arbitrators selected by the Third Party Arbitration Service.

Section 17.3. Individuals Qualifying as Arbitrators. No individual shall be appointed as an arbitrator unless that individual shall be a disinterested and impartial individual of recognized standing and experience in the area of commercial arbitration. If requested by either Landlord or Tenant, any individual so appointed must disclose any and all circumstances likely to affect such individual's impartiality and must affirm under oath either the lack of or existence of any such circumstances. Any party objecting to the appointment of any arbitrator based on such information shall notify the other party and the American Arbitration Association (or other Third-Party Arbitration Service) of such objection. The American Arbitration Association (or other Third-Party Arbitration Service) is hereby authorized to determine whether the arbitrator should be disqualified, and such determination shall be conclusive and binding on the parties.

Section 17.4. Rules Governing Arbitration. Whenever a dispute arises which, under the terms of this Lease, is to be determined by arbitration, the Commercial Arbitration Rules of the American Arbitration Association or, if applicable, the applicable rules of a Third-Party Arbitration Service, as in effect as of the date the proceeding is initiated, shall apply and govern the arbitration proceeding and the interpretation and enforcement of awards resulting therefrom, except as modified by the provisions of this Article XVII.

Section 17.5. Costs. Landlord and Tenant, respectively, shall each pay one-half of the fees and out-of-pocket expenses of any mediation or arbitration.

ARTICLE XVIII SURRENDER OF PREMISES

Tenant shall surrender the Premises to Landlord on the Expiration Date of this Lease free and clear of all tenancies and occupancies and free of all liens, encumbrances or restrictions other than those set forth in Exhibit B attached hereto, and as otherwise explicitly permitted by this Lease. It is understood and agreed between the parties hereto that Tenant shall surrender the Premises with any then-existing Buildings and Improvements, if any, on such Expiration Date in a non-hazardous and safe condition. Notwithstanding the foregoing, the City of Chicago shall have no obligation under this Article XVIII.

ARTICLE XIX QUIET ENJOYMENT

Section 19.1. Representations and Warranties. Landlord hereby represents and warrants to Tenant that:

- (a) Landlord has full right and power to execute and perform this Lease; and
- (b) the entry by Landlord into this Lease with Tenant, and the performance by Landlord of the provisions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a material breach or default under any other agreement relating to the Premises to which Landlord is a party or by which it is bound.

Section 19.2. Quiet Enjoyment. Landlord covenants that Tenant, upon performing, observing and keeping all of the terms, covenants, conditions, agreements and obligations of this Lease on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or molestation of anyone claiming by, through or under Landlord, subject, however, to the provisions of this Lease.

ARTICLE XX LIMITATION OF LIABILITY

Section 20.1. Landlord. The term "Landlord" as used in this Lease shall be limited to mean and include only the owner or owners of Landlord's Estate at the time any determination is made. In the event of any transfer of the Landlord's Estate, the Board (and in case of any subsequent transfer or conveyance, the grantor in any such transfer or conveyance) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all liability in respect of the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed. Notwithstanding the foregoing, or any other provision contained in this Lease, Landlord's obligations under this Lease shall not constitute a personal obligation of Landlord or any of its officers, directors, shareholders, partners, members or officials, trustees, or Board members, and Tenant or any other person claiming by, through or under Tenant will look solely to Landlord's Estate for satisfaction of any liability of Landlord in respect of this Lease and will not seek recourse against any other assets of Landlord or against any of its shareholders, partners, members, officers, directors or employees or officials, trustees or Board members.

Section 20.2. Tenant. Tenant, but not any partner, officer, director, shareholder or member of Tenant, nor any employee or agent of any of the foregoing, shall be personally liable for payment or performance under this Lease, it being acknowledged that Landlord's exclusive rights and remedies hereunder shall be limited, with respect to Tenant, to Tenant's interest in this Lease and the Improvements and to the Tenant's payment of any amounts payable under Section 3.1 of this Lease. With respect to Tenant, Landlord's exclusive rights and remedies hereunder shall be limited to: (A) the payment of the amount due under Section 3.1 of this Lease; (B) such party's interest in this Lease and the Improvements; and (C) any net income or funds derived from the ownership, operation, leasing, sale or other disposition of the Premises or any portion thereof. No deficiency judgment or liability shall be sought or obtained against Tenant, or any partner, officer, director, shareholder or member of Tenant (collectively, "Exculpated Parties") for any amount due under this Lease. Landlord agrees (without waiving any rights that Landlord may have against Tenant) that no Leasehold Mortgagee (or any purchaser or transferee at foreclosure of a Leasehold Mortgage) that succeeds to the Subtenant's subleasehold estate and becomes a successor Subtenant shall be responsible for any actions of the former Subtenant,

except to the extent that such Leasehold Mortgagee (or such purchaser or transferee at foreclosure of a Leasehold Mortgage) recovers any monetary damages, awards or recoveries from Tenant or any other party as a remedy or compensation for Tenant's or such Subtenant's actions under the preceding sentence.

ARTICLE XXI NOTICES

Section 21.1. Manner of Providing Notices. All notices and other communications in connection with this Lease shall be in writing, and any notice or other communication shall be deemed delivered to the addressee thereof (i) when actually delivered at the address set forth below for such addressee, or (ii) one day after deposit with a reputable overnight courier service providing delivery receipts, delivery charges prepaid, or (iii) three days after deposit thereof in any main or branch United States post office certified or registered mail, postage prepaid, return receipt requested, in each case, properly addressed to the parties, respectively, as follows:

For notices and communications to Landlord:

Board of Education of the City of Chicago
125 S. Clark Street
Chicago, Illinois 60603
Attention: Chief Operating Officer

and to: Board of Education of the City of Chicago
125 S. Clark Street
Chicago, Illinois 60603
Attention: General Counsel

For notices and communications to Tenant:

City of Chicago
Department of General Services
30 N. LaSalle Street, Room 300
Chicago, Illinois 60602
Attention: Commissioner

with a copy to: City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Corporation Counsel

Section 21.2. Changes of Address or Addressee. By notice complying with the requirements of Section 21.1, each party shall have the right to change the address or addressee, or both, for all future notices and communications and payments to such party or for copies of notices provided for above, but no such notice shall be effective until actually received by the other party. Upon delivery of an assignment or a Sublease to Landlord, all notices from Landlord shall be delivered to the Tenant and such assignee and/or Subtenant.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

Section 22.1. Partial Invalidity. If any term or provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Lease to the greatest extent not prohibited by law.

Section 22.2. Covenants. Provisions setting forth obligations or conditions to be performed or observed by Landlord or Tenant shall be construed as covenants by such party to perform or observe the same.

Section 22.3. Remedies. Except as otherwise specifically set forth in Articles IX and XV or where mediation or arbitration are required under this Lease, the specific remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be entitled as herein provided in case of any breach or threatened breach by either of them or any provision of this Lease. However, in no event shall such rights and remedies of Landlord include the termination of this Lease except as provided in Sections 15.2(b) and Section 16.3(c). Further, Landlord and Tenant acknowledge that any remedy at law for any such breach or threatened breach may be inadequate. Accordingly, Landlord and Tenant agree that, in addition to the other remedies provided in this Lease, each shall be entitled to seek the restraint by injunction of the violation, or attempted or threatened violation of this Lease to seek a decree or court order compelling specific performance of any of the same. Landlord shall also have the lien rights described in Section 16.3.(c).

Section 22.4. Consents, Amendments and Waivers. The failure of Landlord or Tenant to insist, in any one or more cases, upon the strict performance of any of the provisions of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of such provision, right or option. A receipt by Landlord of any sums due and owing with knowledge of the breach of any term, condition, obligation, covenant, agreement or provision contained in this Lease shall not be deemed a waiver of such breach, and no waiver, change, amendment, modification or discharge by either party hereto of this Lease or of any provision in this Lease, no surrender of the leasehold estate hereby created, and no agreement to effect the same or any abandonment of this Lease in whole or in part shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Landlord and Tenant or by the party against whom enforcement of the same is sought. No provision of this Lease affecting the rights, duties, powers or obligations of Tenant may be waived, changed, amended, modified or discharged without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole and absolute discretion. Neither the provisions of Section 15.1, nor any other provisions of this Lease that grant any rights to Leasehold Mortgagees, may be waived, changed, amended, modified or discharged without the prior written consent of such persons or entities. This Lease may not be amended or modified without the prior written consent of all Leasehold Mortgagees, if any. Landlord shall enter into

such amendments to this Lease as may be reasonably requested by a Leasehold Mortgagee; provided such amendment does not, in Landlord's sole and absolute discretion: (a) materially limit, restrict or otherwise materially adversely affect or diminish any right, power or benefit granted to, reserved or conferred upon Landlord under this Lease; or (b) impose additional duties or obligations on Landlord.

Section 22.5. Article and Section Headings. The headings, titles and captions of this Lease are inserted only as a matter of convenience and reference and in no way define, extend, limit or describe the scope or intent of this Lease.

Section 22.6. Table of Contents. The table of contents preceding this Lease is only for the purpose of convenience and reference and in no way defines, extends, limits or describes the scope or intent of this Lease.

Section 22.7. Executed Counterparts. This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original.

Section 22.8. Governing Law. This Lease shall be construed and enforced in accordance with the law of the State of Illinois (without reference to conflicts of laws principles or choice of law doctrine).

Section 22.9. Weekends and Holidays. Whenever the date for the performance of any term, condition, obligation, covenant, agreement or provision required or provided under this Lease falls on a Saturday, Sunday or legal holiday in the jurisdiction in which the Premises are located, such date shall be extended to the next succeeding Business Day.

Section 22.10. Successors and Assigns. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of the successors and assigns of the respective parties hereto, and the same shall be construed as covenants running with the Land.

Section 22.11. Plurals; Gender. Whenever used in this Lease, the singular number shall include the plural; the plural, the singular; and the use of any gender shall be applicable to all genders.

Section 22.12. Time of Essence. Time is of the essence with respect to this Lease and each and every term, condition, obligation, covenant agreement or provision contained herein.

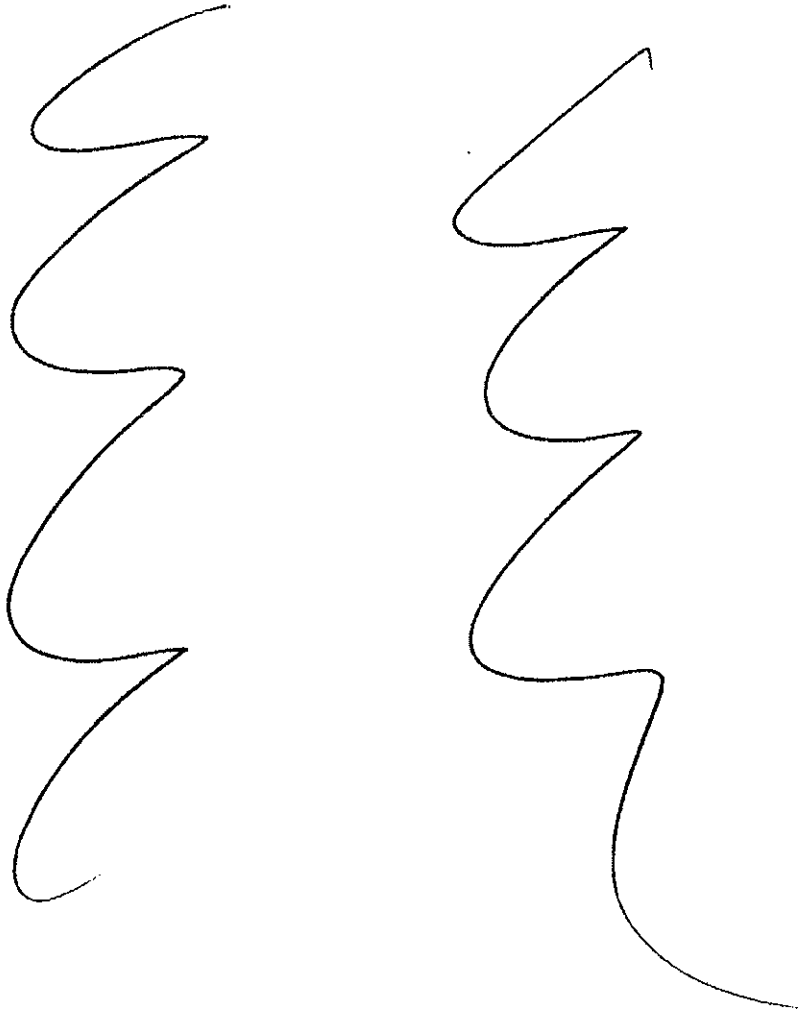
Section 22.13. Recording of Lease. Landlord and Tenant shall execute, acknowledge and deliver this Lease and shall cause this Lease to be recorded in the Office of the Recorder of Cook County, Illinois.

Section 22.14. Landlord and Tenant are Not Partners. Nothing contained in this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, including Subtenants, or to cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other Person.

Section 22.15. Mutual Cooperation. Landlord and Tenant shall do all things necessary or appropriate to carry out the terms and provisions of this Lease and to aid and assist each other in carrying out the terms and objectives of this Lease and the intentions of Landlord and Tenant as reflected by said terms, including without limitation the giving of such notices, seeking the holding of, and participating in, public hearings, seeking and securing the enactment by the Board and the City of resolutions and ordinances and the taking of such other actions as may be necessary to enable Landlord's and Tenant's compliance with the terms and provisions of this Lease and as may be necessary to give effect to the terms and objectives of this Lease and the intentions of Landlord and Tenant as reflected by said terms.

Section 22.16. Board Approval. This Agreement is subject to the terms and conditions set forth in Board Report 10-0324-OP6, which is attached hereto and made a part hereof as Exhibit C.

[Signature Pages Follow]

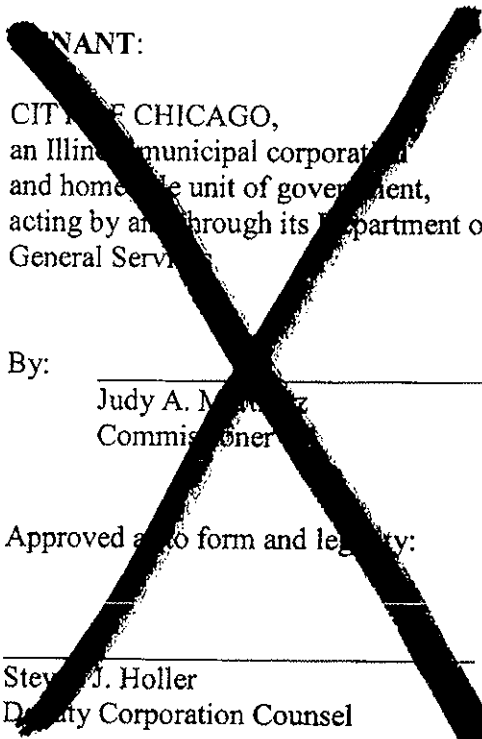
Two large, stylized, wavy lines representing signatures or scribbles. The lines are black and have a fluid, calligraphic appearance, with multiple peaks and valleys. They are positioned in the lower half of the page, one on the left and one on the right.

WITNESS the due execution of this Lease by Landlord and Tenant as of the day and year first above written.

LANDLORD:

BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate

By: Mary B. Richardson-Lowry
President



TENANT:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of General Services

By: Judy A. Martinez
Commissioner

Approved as to form and legality:

Steven J. Holler
Deputy Corporation Counsel

ATTEST:

Estela G. Beltran 8/5/10
Secretary

Approved as to form and legality:

Patrick J. Rocks GK
Patrick J. Rocks, General Counsel

Authorization 10-0224-007-1
Board Report No.: 10-0324-OP6
March 24, 2010

Extended: June 23, 2010
Board Report No.: 10-0623-AR2-14

Tenant's signatures appear on following page.

WITNESS the due execution of this Lease by Landlord and Tenant as of the day and year first above written.

LANDLORD:

BOARD OF EDUCATION OF THE CITY OF CHICAGO,
a body politic and corporate

By:

Mary B. Richardson-Lowry
President

TENANT:

CITY OF CHICAGO,
an Illinois municipal corporation
and home rule unit of government,
acting by and through its Department of
Community Development and its Department of
General Services

By:

Christine A. Raguso
Christine A. Raguso
Acting Commissioner,
Department of Community Development

By:

Judy A. Martinez
Judy A. Martinez
Commissioner,
Department of General Services

Approved as to form and legality:

Steven J. Holler

Steven J. Holler
Deputy Corporation Counsel

ATTEST:

Estela G. Beltran
Secretary

Approved as to form and legality:

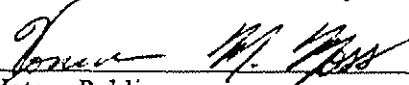
Patrick J. Rocks, General Counsel

Authorization
Board Report No.: 10-0324-OP6
March 24, 2010

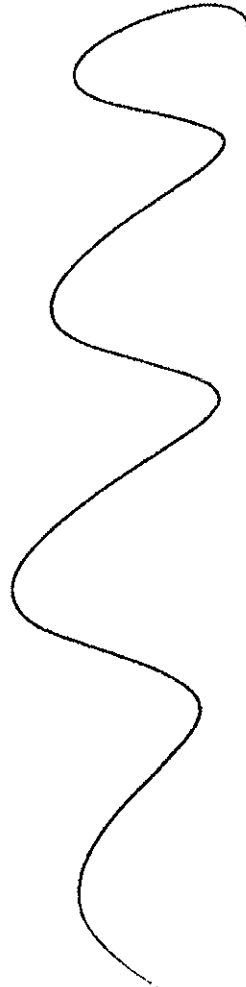
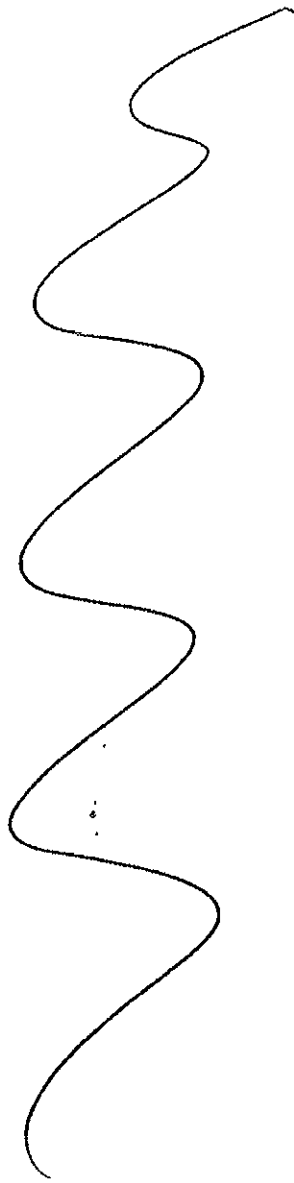
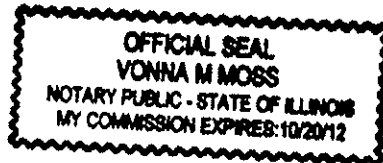
Extended: June 23, 2010
Board Report No.: 10-0623-AR2-14

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on August 5, 2010, by Mary B. Richardson-Laurie as President of the Board of Education of the City of Chicago.



Notary Public

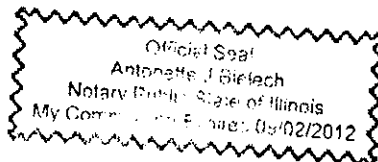


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on October 20, 2010, by
Judy A. Martinez, as Commissioner of the Department of General Services for the City of
Chicago.

Antoinette J. Bielech

Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on Sept. 21, 2010, by
Christine A. Raguso, as Acting Commissioner of the Department of Community Development
for the City of Chicago.

Yolanda Quesada

Notary Public

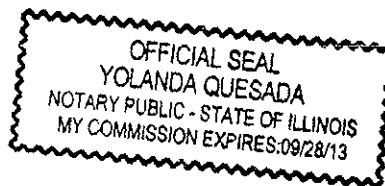


EXHIBIT A**LEGAL DESCRIPTION OF THE PREMISES****PARCEL 1:**

LOTS 5 AND 6 (EXCEPT THE SOUTH 10 FEET OF SAID LOTS) ALSO THE EAST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING WEST AND ADJOINING LOT 6 (EXCEPT SOUTH 10 FEET) ALSO THE SOUTH ½ OF VACATED HILL STREET LYING NORTH AND ADJOINING SAID LOTS 5 AND 6 AND SAID EAST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY ALL IN BLOCK 12 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 9 ALSO THE WEST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING EAST AND ADJOINING LOTS 5 TO 9 AND NORTH OF A LINE 10 FEET NORTH OF THE SOUTH LINE OF LOT 6 EXTEND WEST OF BLOCK 12 OF JOHNSTON, ROBERTS AND STORRS ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST ½ OF VACATED SEDGWICK STREET LYING WEST AND ADJOINING SAID LOTS 1 TO 9 ALSO THE SOUTH ½ OF VACATED HILL STREET LYING NORTH AND ADJOINING LOT 9 AND SAID WEST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY AND SAID EAST ½ OF VACATED SEDGWICK STREET ALSO THE NORTH ½ OF VACATED WENDELL STREET LYING SOUTH AND ADJOINING LOT 1 AND SAID EAST ½ OF VACATED SEDGWICK STREET, ALL IN BLOCK 11 IN ROGERS SUBDIVISION OF THAT PART OF NORTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF OAK STREET AND EAST OF SEDGWICK STREET IN COOK COUNTY, ILLINOIS.

PINS:

17-04-415-024-0000

17-04-415-023-0000

EXHIBIT B

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3025

CHICAGO TITLE INSURANCE COMPANY

By

Henry S. Gery
Authorized Signatory



Commitment No.: 1401 008502184 D1

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: BOARD OF ED - BYRD SCHOOL

ORDER NO.: 1401 008502184 D1

EFFECTIVE DATE: FEBRUARY 26, 2010

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 2006
AMOUNT: \$10,000.00
PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
PUBLIC BUILDING COMMISSION OF CHICAGO, AN ILLINOIS MUNICIPAL CORPORATION

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008502184 D1

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

A handwritten signature in black ink, consisting of several loops and a long tail, positioned in the center of the page.

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

A handwritten signature in black ink, similar in style to the one above, consisting of several loops and a long tail, positioned in the center of the page.

CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT FOR TITLE INSURANCE
 SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008502184 D1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS :

PARCEL 1:

LOTS 5 AND 6 (EXCEPT THE SOUTH 10 FEET OF SAID LOTS) ALSO THE EAST 1/2 OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING WEST AND ADJOINING LOT 6 (EXCEPT SOUTH 10 FEET) ALSO THE SOUTH 1/2 OF VACATED HILL STREET LYING NORTH AND ADJOINING SAID LOTS 5 AND 6 AND SAID EAST 1/2 OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY ALL IN BLOCK 12 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 9 ALSO THE WEST 1/2 OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING EAST AND ADJOINING LOTS 5 TO 9 AND NORTH OF A LINE 10 FEET NORTH OF THE SOUTH LINE OF LOT 6 EXTEND WEST OF BLOCK 12 OF JOHNSTON, ROBERTS AND STORRS ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST 1/2 OF VACATED SEDGWICK STREET LYING WEST AND ADJOINING SAID LOTS 1 TO 9 ALSO THE SOUTH 1/2 OF VACATED HILL STREET LYING NORTH AND ADJOINING LOT 9 AND SAID WEST 1/2 OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY AND SAID EAST 1/2 OF VACATED SEDGWICK STREET ALSO THE NORTH 1/2 OF VACATED WENDELL STREET LYING SOUTH AND ADJOINING LOT 1 AND SAID EAST 1/2 OF VACATED SEDGWICK STREET, ALL IN BLOCK 11 IN ROGERS SUBDIVISION OF THAT PART OF NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF OAK STREET AND EAST OF SEDGWICK STREET IN COOK COUNTY, ILLINOIS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO. : 1401 008502184 D1

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

- 1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- 2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- 3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- 4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- 5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
- 6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
 - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
 - B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

- 7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 8.

- 1. TAXES FOR THE YEAR(S) 2009 AND 2010
2010 TAXES ARE NOT YET DUE OR PAYABLE.

- 1A. NOTE: 2009 FIRST INSTALLMENT WAS DUE BY MARCH 02, 2010
NOTE: 2009 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
17-04-415-023-0000	1 OF 2	2008	NOT BILLED		NOT BILLED	
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PARCEL 1						
17-04-415-024-0000	2 OF 2	2008	NOT BILLED		NOT BILLED	
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. PARCEL 2						

PERM TAX# 17-04-415-023-0000 PCL 1 OF 2 VOLUME 499

CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT FOR TITLE INSURANCE
 SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008502184 D1

3A THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE
 COLLECTOR'S WARRANTS.

YEAR(S): 2008 AND PRIOR

UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID
 EXEMPTION OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID
 TAXES.

PERM TAX# 17-04-415-024-0000 PCL 2 OF 2 VOLUME 499

3B THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE
 COLLECTOR'S WARRANTS.

YEAR(S): 2008 AND PRIOR

UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID
 EXEMPTION OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID
 TAXES.

- B 9. RELATIVE TO THE VACATION OF HILL STREET, WENDELL STREET AND SEDGWICK STREET
 AND THE ALLEY AS LEGALLY DESCRIBED IN SCHEDULE A WE NOTE THE FOLLOWING
- A. RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS AND THE PUBLIC AND ADJOINING
 OWNERS IN AND TO SAID VACATED STREETS AND ALLEYS
- B. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED
 STREETS AND ALLEY FOR THE MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC
- C 10. RESERVATION BY THE CITY OF CHICAGO IN THE ORDINANCE RECORDED DECEMBER 4, 1958
 AS DOCUMENT 17395690 AS RIGHTS OF WAY FOR THEN EXISTING SEWERS AND WATER MAINS
 AND THE INSTALLATION OF ANY ADDITIONAL SEWERS, WATER MAINS OR OTHER
 MUNICIPALLY-OWNED SERVICE FACILITIES THEN LOCATED OR WHICH IN THE FUTURE MAY
 BE LOCATED THEREIN AND FURTHER PROVIDING THAT NO STRUCTURES SHALL BE ERECTED
 ON SAID RIGHT OF WAY
- (AFFECTS THOSE PARTS OF THE LAND FALLING IN VACATED HILL, WENDELL AND SEDGWICK
 STREETS)
- E 11. IN ORDER FOR THE COMPANY TO INSURE TITLE COMING THROUGH THE SALE OR TRANSFER
 OF LAND FROM THE MUNICIPALITY IN TITLE, WE SHOULD BE FURNISHED A CERTIFIED
 COPY OF THE ORDINANCE OR RESOLUTION AUTHORIZING THE CONVEYANCE, TOGETHER WITH
 THE NUMBER OF AYES AND NAYS FOR ITS PASSAGE, AND EVIDENCE OF ANY REQUIRED
 PUBLICATION.

IF SAID MUNICIPALITY IS A "HOME RULE UNIT" PURSUANT TO ARTICLE 7, SECTION 6 OF
 THE ILLINOIS CONSTITUTION, WE SHOULD BE FURNISHED EVIDENCE OF COMPLIANCE WITH
 THE MUNICIPALITY'S ORDINANCE(S) WHICH RELATE TO THE SALE OR TRANSFER OF

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008502184 D1

MUNICIPAL PROPERTY.

THIS COMMITMENT IS SUBJECT TO SUCH ADDITIONAL EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS. ~

F "Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title Office regarding the application of this new law to your transaction."

H 12. INFORMATIONAL NOTE:

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

TO FAX FIGURES FOR A RESIDENTIAL CLOSING IN THE CHICAGO COMMERCIAL CENTER PLEASE DIAL (312)223-5888

I 13. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER. ~

J 14. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES. ~

K

FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. UNTIL JULY 1, 2013, SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE OF FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

L

FOR COOK COUNTY PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, IF ANY DOCUMENT OF CONVEYANCE FOR COOK COUNTY RESIDENTIAL REAL PROPERTY IS TO BE NOTARIZED BY AN ILLINOIS NOTARY PUBLIC, PUBLIC ACT 95-988 REQUIRES THE COMPLETION OF A NOTARIAL RECORD FOR EACH GRANTOR WHOSE SIGNATURE IS NOTARIZED. THE NOTARIAL RECORD WILL INCLUDE THE THUMBPRINT OR FINGERPRINT OF THE GRANTOR. THE GRANTOR MUST PRESENT IDENTIFICATION DOCUMENTS THAT ARE VALID; ARE ISSUED BY STATE OR FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND

CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT FOR TITLE INSURANCE
 SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008502184 D1

BEAR THE INDIVIDUAL'S SIGNATURE. THE COMPANY WILL CHARGE \$25.00 PER NOTARIAL RECORD.

M 15. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN CHICAGO. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

N 16. NOTE: WE SHOULD BE FURNISHED WITH THE SELLING PRICE AND THE NAME(S) OF THE PROPOSED OWNER(S):

THE TITLE INSURANCE PREMIUM, TRANSFER TAXES, RECORDINGS OR CLOSING FEE HAVE NOT BEEN BILLED OR ARE SUBJECT TO CHANGE, DEPENDING ON THE SALES PRICE. THE INVOICE IS SUBJECT TO REBILLING UNTIL FINAL REQUESTS FOR INSURANCE, ENDORSEMENTS AND SERVICES ARE MADE AND ALL DOCUMENTS TO BE RECORDED HAVE BEEN RECEIVED AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AS MAY BE DEEMED NECESSARY.

O 17. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO. : 1401 008502184 D1

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar fidelity bond. Chicago Title and Trust company also provides a 50 million dollar performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.



Effective Date: May 1, 2008

**Fidelity National Financial, Inc.
Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

EXHIBIT C

10-0324-0P6

March 24, 2010

**AMEND BOARD REPORT 10-0224-OP7
APPROVE ENTERING INTO A LEASE AGREEMENT WITH THE CITY OF CHICAGO
FOR THE LAND AND BUILDING LOCATED AT 363 W. HILL STREET (BYRD SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with the City of Chicago for the land and building located at 363 W. Hill Street, Chicago, Illinois. A written lease agreement is currently being negotiated. The City shall not take possession of the premises nor shall any leasehold estate be created prior to the execution of the written lease agreement and receipt of insurance as required by the Board's Bureau of Risk Management, and execution of an intergovernmental ~~The lease~~ agreement shall be in a form acceptable to the Board in which Tenant agrees to use its best efforts to provide tax increment financing ("TIF") funding to pay the cost of the construction of a new school facility for Jones College Preparatory High School in an amount not to exceed \$125,000,000. If the City cannot provide TIF funding for Jones, the Board shall have the right to receive the appraised value of Byrd School (\$5,300,000) plus interest.

The authority granted herein shall automatically rescind in the event the lease is not executed within 120 days of the date of this amended Board Report. Information pertinent to the lease agreement is stated below.

TENANT: The City of Chicago
121 N. LaSalle Street
Chicago, IL 60602
Contact Person: Steve Holier
Phone: 312-744-6934

LANDLORD: Board of Education of the City of Chicago

PREMISES: The premises shall consist of the land and building located at 363 W. Hill Street, as more fully Described in Exhibit A attached hereto (the "Premises"). The Premises are being leased on an "As Is" basis.

TERM: The term of the lease agreement shall commence on the date the agreement is fully executed and shall end 99 years thereafter.

USE: The Tenant may use the Premises for any lawful purpose. The Tenant shall have the right to demolish the existing building and improve the Premises in any manner it sees fit without approval from the Landlord.

RENT: The rent for the Term of the Lease shall be \$1.00 per annum plus the consideration specified below.

RELATED EXPENSES: The Tenant shall be responsible for any and all costs and expenses of any kind related to the Premises, including, but not limited to, real estate taxes, utilities, environmental matters, demolition, construction and all matters related to operating and maintaining any buildings or structures on the Premises.

ASSIGNMENT/SUB-LEASE: The Tenant shall have the right, with Landlord's approval, to assign or sub-lease the Premises to any lawful entity for any lawful purpose and use.

RIGHT OF ENTRY: Pending the execution of the Lease Agreement and approval of the required insurance by the Board's Bureau of Risk Management, Landlord shall grant Tenant, its contractors and/or designees, the right to enter upon and occupy the Premises and perform all rights Tenant will have under the Lease, all at the sole cost and risk of Tenant.

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OWNERSHIP OF IMPROVEMENTS UPON THE PREMISES: At the termination of the Lease due to expiration of the Lease Term or termination of the Lease due to default or breach by the Tenant, the improvements upon the Premises shall become the sole property of the Landlord and Tenant shall cease to have any ownership rights or leasehold rights in the Premises.

CONSIDERATION: As and for consideration of this Lease, Tenant shall use its best efforts to pay the cost of the construction of a new school facility for Jones College Preparatory High School in an amount not to exceed \$125,000,000 in tax increment financing funding on or before December 31, 2014. If the City cannot provide the \$125,000,000 in TIF funding by December 31, 2014, the Board shall have the option of receiving the appraised value of the Byrd School (\$5,300,000) plus interest from the date of the Lease. As a condition of closing, the Tenant shall memorialize the tax increment financing obligation in an intergovernmental the Byrd Lease agreement acceptable to the Board.

INSURANCE/INDEMNIFICATION: Tenant shall provide adequate insurance at all times as specified in the Lease Agreement and Right of Entry as required by the Board's Bureau of Risk Management. Indemnification language shall be negotiated by the General Counsel.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement including any and all Right of Entry Agreements. Authorize the General Counsel and Chief Financial Officer to perform all actions necessary to secure the additional \$125 Million in TIF funding from the City for the new Jones College Preparatory High School.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Credit Rent to the General Fund.

GENERAL CONDITIONS:

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

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

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

10-0324-0P6

Approved for Consideration:


Patricia L. Taylor
Chief Operating Officer

Approved:

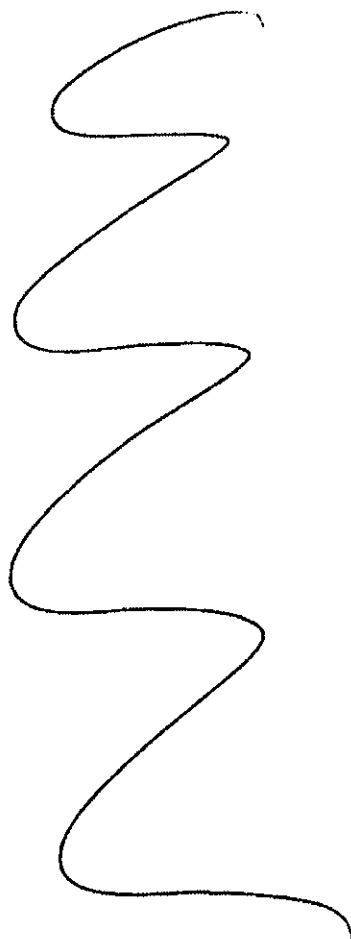

Ron Huberman
Chief Executive Officer

Within Appropriation:


Diana S. Ferguson
Chief Financial Officer

Approved as to legal form: 


Patrick J. Rocks
General Counsel



10-0324-0P6

EXHIBIT A
PREMISES - BYRD SCHOOL

PARCEL 1:

LOTS 5 AND 6 (EXCEPT THE SOUTH 10 FEET OF SAID LOTS) ALSO THE EAST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING WEST AND ADJOINING LOT 6 (EXCEPT SOUTH 10 FEET) ALSO THE SOUTH ½ OF VACATED HILL STREET LYING NORTH AND ADJOINING SAID LOTS 5 AND 6 AND SAID EAST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY ALL IN BLOCK 12 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 9 ALSO THE WEST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY LYING EAST AND ADJOINING LOTS 5 TO 9 AND NORTH OF A LINE 10 FEET NORTH OF THE SOUTH LINE OF LOT 6 EXTEND WEST OF BLOCK 12 OF JOHNSTON, ROBERTS AND STORRS ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST ½ OF VACATED SEDGWICK STREET LYING WEST AND ADJOINING SAID LOTS 1 TO 9 ALSO THE SOUTH ½ OF VACATED HILL STREET LYING NORTH AND ADJOINING LOT 9 AND SAID WEST ½ OF VACATED NORTH-SOUTH 15 FOOT WIDE ALLEY AND SAID EAST ½ OF VACATED SEDGWICK STREET ALSO THE NORTH ½ OF VACATED WENDELL STREET LYING SOUTH AND ADJOINING LOT 1 AND SAID EAST ½ OF VACATED SEDGWICK STREET, ALL IN BLOCK 11 IN ROGERS SUBDIVISION OF THAT PART OF NORTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF OAK STREET AND EAST OF SEDGWICK STREET IN COOK COUNTY, ILLINOIS.

PINS:

17-04-415-024-0000

17-04-415-023-0000

(The purpose of this amendment is to include in the Byrd Lease Agreement, the City's commitment to use its best efforts to provide up to a maximum of \$125,000,000 in TIF funding for the construction of a new Jones High School because the Intergovernmental Agreement and the amendment to existing TIF Districts needed to provide TIF funding for Jones cannot be completed prior to the date the City needs to take possession of Byrd School.)