

AGREEMENT TO EXTEND LEASE

THIS AGREEMENT TO EXTEND LEASE (“**Extension Agreement**”) is made as of January 1, 2009 between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (“**Landlord**”) and **COMMONWEALTH EDISON COMPANY**, an Illinois corporation (“**Tenant**”)

RECITALS

- A. As of January 1, 2004, the parties entered into an Office Lease (the “**Lease**”) for a portion of the building commonly known as 125 S. Clark Street, Chicago, Illinois 60603 (the “**Building**”), consisting of 19,379 rentable square feet on the 4th floor of the Building, commonly known as Suite 400. The Lease and all exhibits thereto are by this reference incorporated herein and made a part of this Extension Agreement.
- B. The parties desire to extend the Lease for a period of four (4) years, commencing January 1, 2009 through December 31, 2012 (the “**Extension Term**”) on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are, by this reference incorporated in this Extension Agreement and made a part hereof, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **DEFINITIONS.** Any and all capitalized terms contained in this Extension Agreement, and not defined herein, shall have the definition as set forth in the Lease.
- 2. **TERM.** The Extension Term shall commence on January 1, 2009 and shall end on December 31, 2012, unless terminated sooner as provided herein.
- 3. **RENT.** On or before the first day of each calendar month of the Extension Term, Tenant shall pay Landlord rent for the Extension Term (“**Fixed Rent**”) as follows:

<u>Extension Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1/1/09 – 12/31/09:	\$366,126.57	\$30,510.55
1/1/10 – 12/31/10:	\$377,110.37	\$31,425.86
1/1/11 – 12/31/11:	\$388,423.68	\$32,368.64
1/1/12 – 12/31/12:	\$400,076.39	\$33,339.70

- 4. **LANDLORD’S TERMINATION RIGHTS.** The Lease is hereby amended to delete Section 12.28 in its entirety and replace said section with the following:

“Section 12.28. **Landlord’s Termination Rights.** The Landlord shall have the right to terminate this Lease as of a date not less than twelve (12) months following a notice to the Tenant in any year if Landlord proposes or is required, for any reason, to demolish the Building or any substantial portion of it. Notwithstanding the foregoing, if Landlord receives notice that it is required to demolish the Building, or any substantial portion of it, less than twelve (12) months prior to any such demolition, Landlord shall provide Tenant with notice as soon as practicable

after Landlord's receipt of such notice, Provided however, that Landlord shall provide such notice to Tenant no more than thirty (30) days after its receipt of notice as set forth herein. No money or other consideration shall be payable by the Landlord to the Tenant for this right and the right hereby reserved to the Landlord shall inure to all purchasers, assignees, lessees, transferees and ground lessees, as the case may be, and is in addition to all other rights of the Landlord under this Lease."

5. **OTHER LEASE TERMS.** Except as specifically amended and extended by this Extension Agreement, all other terms and conditions of the Lease shall remain unchanged and continue in full force and effect during the Extension Term.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Extension Agreement as of the day and year first above written.

LANDLORD:
BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: *Rufus Williams*
Rufus Williams, President
Attest: *Jocelyn Baux* - 2/11/09
Jocelyn Baux, Assistant Secretary

TENANT:
COMMONWEALTH EDISON COMPANY

By: *[Signature]*
Name: Lawrence G. Butler, Jr
Title: VP Gov't & Legis. Affairs

Board Report No.: 08-0924-OP1 - 1

Approved as to Legal Form:

Patrick J. Rocks *PR*
Patrick J. Rocks, General Counsel

