
LEASE AGREEMENT
(Series C of 1999)

Between the Public Building Commission of Chicago
Cook County, Illinois
and the
Board of Education of the City of Chicago

THIS LEASE is made between the Public Building Commission of Chicago, Cook County, Illinois (the "Commission"), as lessor, and the Board of Education of the City of Chicago (the "School Board"), as lessee, all as of September 1, 1999:

BACKGROUND

The Public Building Commission of Chicago (the "Commission") is a municipal corporation organized under the Public Building Commission Act, as amended (the "Act"), for the purposes, among others, of making possible the construction, acquisition, rehabilitation or enlargement of public improvements, buildings and facilities at convenient locations within the City of Chicago, Illinois, for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens.

It is now necessary and in the best interests of the School Board and the Commission for the School Board and the Commission jointly to undertake all or portions of the construction, improvement, alteration, repair, renovation, rehabilitation and equipping of the schools listed on Part A of Schedule I. All of the schools listed on Part A of Schedule I are currently owned by the Commission and leased to the School Board and the work to be undertaken at these schools, as described in the previous sentence, will expand the scope of work previously undertaken by the Commission. Additional schools may be subsequently added to Part A of Schedule I, as provided in this Lease.

It is also necessary and in the best interests of the School Board and the Commission for the Commission to acquire sites for and for the Commission and the School Board jointly to undertake all or portions of the construction and equipping on those sites of additional school buildings and facilities for use by the School Board. These sites are listed in Part B of Schedule I. Additional sites may also be subsequently added to Part B of Schedule I, as provided in this Lease. All of the sites and improvements listed in Part B of Schedule I have been or will be approved by the City Council of the City of Chicago (as have the sites to all the schools listed in Part A of Schedule I).

The acquisition, construction, improvement, alteration, repair, renovation, rehabilitation and equipping of schools and sites to be undertaken with proceeds of the Bonds described below, as provided in the preceding paragraphs, is referred to in this Lease as the "Program."

It is necessary and in the best interests of the School Board and the Commission for the Commission to issue its bonds to pay costs of the Program, including, without limitation, consulting, architectural, engineering, legal and financing costs.

It is necessary and in the best interest of the School Board for the Commission to issue its Building Revenue Bonds, Series C of 1999 (Unlimited Tax General Obligation of the Board of Trustees of the Board of Education of the City of Chicago)(the "Bonds"), to pay costs of the Program as well as costs of issuance and interest on the Bonds.

It is necessary and in the best interests of the School Board and the Commission for the School Board to lease from the Commission the property described in Parts A and B of Schedule I, with the rent being sufficient for the Commission to pay the principal of and interest on the Bonds, as provided in the Resolution of the Commission authorizing the Bonds (the "Bond Resolution"). As provided in this Lease, the Board shall make rent payments due under this Lease directly to the Bond Trustee under the Bond Resolution.

This obligation of the School Board to pay rent under this Lease is an "alternate bond," as defined in the Local Government Debt Reform Act, as amended (the "Debt Reform Act"). The revenue source determined by the School Board to be sufficient to pay this lease obligation and pledged by the School Board in accordance with Section 15 of the Debt Reform Act for the payment of this lease obligation is State school aid received annually by the Board pursuant to Article 18 of The School Code of Illinois, as amended, in the following amounts for the following fiscal years of the Board (the "Pledged State Aid Revenues"):

<u>Fiscal Year</u>	<u>Amount</u>
2001	\$ 43,312,750.00
2002	77,559,937.50
2003	102,221,734.40
2004	102,840,546.90
2005	145,722,812.50

The School Board will also pledge the first \$315,000,000 of school construction project grants received by the Board on or after the date of issuance of the Bonds, pursuant to the School Construction Law of Illinois, as amended (or such successor or replacement act as may be enacted in the future) (the "Grant Revenues" and, collectively with the Pledged State Aid Revenues, the "Pledged Revenues"); provided that Grant Revenues shall not include \$34 million in school construction project grants awarded to the Board but not yet received. The School Board anticipates that the rent payable under this Lease will be paid from the Grant Revenues. The Board's obligation to pay rent under the Lease is a general obligation of the School Board for the payment of which the Board pledges its full faith and credit and for which the School Board has levied a direct annual tax, without limitation as to rate or amount, upon all taxable property within the boundaries of the City of Chicago (the "Pledged Taxes").

Pursuant to the authorization set forth in the Bond Resolution and to provide additional security for the payment of the rent due under this Lease and for the payment of debt service on the Bonds, the Commission will establish a Debt Service Account and the following two sub-accounts within the Debt Service Account: (i) the Deposit Sub-Account; and (ii) the Payment Sub-Account. The Pledged Revenues and the Pledged Taxes shall be deposited in and transferred between these two Sub-Accounts and shall be applied as provided in this Lease.

In consideration of the rent due under this Lease and the promises and covenants made by the School Board and the Commission and for other good and valuable consideration, it is

covenanted and agreed by the School Board and the Commission, as follows:

SECTION 1. Program. To accomplish the Program, the following actions shall be taken by the Commission and the School Board:

(a) Pursuant to the Act and the Bond Resolution, the Commission shall provide for the execution and delivery of the Bonds. A copy of the Bond Resolution is attached to this Lease and is made a part of it (except that the attached Bond Resolution does not have attached a copy of the Lease).

(b) The Commission and the School Board shall jointly cause detailed plans for the Program to be prepared and approved.

(c) The Commission shall apply proceeds derived from the sale of the Bonds pursuant to the terms of the Act and the Bond Resolution and shall, in cooperation with the School Board, use its best efforts to complete the Program, to the extent that proceeds of the Bonds are sufficient for that purpose; provided that application of the Bond proceeds deposited in the Construction Account shall be subject to the limitations of Section 23 of this Lease.

(d) The Commission shall, with reasonable promptness, acquire the fee title to the sites listed in Part B of Schedule I, including as it may be modified (but no such site shall be acquired until it has been approved by the City Council of the City of Chicago).

(e) The Program shall be implemented jointly by the Commission and the School Board, with projects at specific schools and sites to be undertaken by either the Commission or the School Board, as shall be determined by the Executive Director of the Commission and the Chief Fiscal Officer of the Board. With respect to each project included in the Program, the Commission or the School Board, as applicable, shall:

- (i) As soon as practicable, enter into and execute contracts with contractors and others as are determined to be necessary or appropriate to carry out such project.
- (ii) Require and procure from the contractors, performance and payment bonds in connection with those contracts and with such surety company or companies and in such amounts and form as shall be determined jointly by the Commission and the School Board.
- (iii) Require and procure from the contractors, waivers of all liens or rights of lien for labor and materials furnished in the Program and shall further procure from the contractors or other persons, firms or corporations all material and equipment guarantees as may be required by the specifications for the Program.
- (iv) Require each such contractor to furnish insurance protecting the Commission, the School Board, and their respective commissioners, board members, officers, agents

and employees, as their interests may appear, against any claims for personal and bodily injuries (including death) and property damage that may be asserted because of the Program, the insurance to be of such character and in such amounts as shall be determined jointly by the Commission and the School Board.

(v) To the extent reasonably obtainable, require architects and engineers to carry errors and omissions insurance for such period and in such principal sum as the Commission and the School Board shall determine.

(f) The Commission shall pay or reimburse the School Board for certain of its administrative costs in implementing the Program, provided, however, that no such costs shall be paid or reimbursed without the prior written consent of the Commission.

SECTION 2. Lease of Property. (a) In consideration of the rent to be paid and the covenants, agreements and other terms and conditions of this Lease, the Commission leases to the School Board the property listed in Parts A and B of Schedule I (including as such Schedule may be subsequently amended, the "Leased Property"), for a term beginning on the date of execution of this Lease and ending on the date upon which the Bonds are no longer outstanding, as provided in the Bond Resolution.

(b) The Leased Property shall also include:

(i) all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever (except for equipment the removal of which will not impair the physical or operational integrity of the buildings and improvements comprising the Leased Property), that may now or subsequently be placed in any building, structure, or improvement now or subsequently constructed or placed upon the site of the Leased Property or any part of it including, without limitation, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, motors, dynamos, generators, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air cooling and air conditioning equipment and apparatus, gas and electrical fixtures, elevators, shades, awnings, venetian blinds, screens and radiators, and all other building equipment used or procured for use in connection with the operation or maintenance of any such buildings, structures, or improvements; and

(ii) all right, title and interest of the Commission, now owned or subsequently acquired, in and to all real estate, interest in lands, leaseholds, rights of ways, alleys, passages tenements, hereditaments, privileges, easements, franchises and appurtenances belonging or in any way appertaining to the sites of the Leased Property.

(c) During the duration of this Lease, the School Board shall be entitled, subject to Section 10 of this Lease, to sole possession and occupancy of the Leased Property for use for purposes of providing public schools in the City of Chicago. The School Board may at any time make any repairs, improvements, extension or rehabilitation to any of the Leased Property at its own

expense, for which the Commission shall have no liability.

(d) This Lease is in addition to any other lease between the School Board and the Commission, including: (i) the Lease Agreement (Series A of 1990) dated May 1, 1990, as amended and supplemented and the Lease Agreement (Series B of 1990) dated May 1, 1990 as amended and supplemented (collectively, the "1990 Lease"); and (ii) the Lease Agreement dated April 1, 1993, as amended and supplemented (the "1993 Lease"), each covering portions of the Leased Property and previously entered into between the Commission and the School Board.

SECTION 3. Rent.

(a) In consideration of the leasing of the Leased Property, the Board agrees to pay, or cause to be paid, to the Bond Trustee designated under the Bond Resolution, annual rent as set forth in this Section. The rent shall be due and payable on the 1st day of February in each of the years 2001 through 2005 (each, a "Rent Payment Date"). The rent due in each of these years is as follows:

<u>Year</u>	<u>Rent</u>
2001	\$ 34,650,200.00
2002	62,047,950.00
2003	81,777,387.50
2004	82,272,437.50
2005	116,578,250.00

;provided, however, that the total rent due on any Rent Payment Date shall be reduced by the amount then on deposit in the Payment Sub-Account of the Debt Service Account.

(b) The obligation of the School Board to pay the rent payable under this Lease is a general obligation of the Board and is an "alternate bond," issued by the School Board in accordance with the provisions of the Local Government Debt Reform Act, as amended (the "Debt Reform Act"). The Board has provided for the payment of the rent payable under this Lease in accordance with the Debt Reform Act and the provisions of Section 5 of this Lease. The Commission has assigned its right to receive the rent from the School Board to the trustee under the Resolution (the "Bond Trustee").

(c) Except in any case in which bonds or other evidences of indebtedness are issued by the Commission for the purpose of refunding any Bonds, not less than 60 days preceding February 1 of the fiscal year in which all of the principal of and interest on all of the Bonds issued or to be issued pursuant to the Bond Resolution will be paid in full, or provision for their payment will be made pursuant to Article 17 of the Bond Resolution, and this Lease and the obligation of the School Board to pay rent hereunder will terminate, the Commission will cause an audit to be made of its books and accounts relating to the Leased Property by an Independent Public Accountant, which audit report shall estimate the balance of any and all money which will be on hand, as of that January 30th, in the Construction Account as provided in the Bond Resolution and the Commission

shall cause that balance as it actually exists on that January 30th, to be transferred by the Bond Trustee to the Payment Sub-Account of the Debt Service Account as provided in the Bond Resolution, and the final rental payment due by the School Board shall be only in an amount which, together with the funds in that Account, will pay in full all of the principal, interest and premium on all of the Bonds. If, subsequently, any balance remains in the Debt Service Account, it shall be paid as directed by the School Board.

SECTION 4. Status of Leased Property After Payment of Bonds and Satisfaction of Bond Resolution.

(a) Upon the Bond Trustee having executed proper instruments acknowledging that the obligations of the Commission under the Bond Resolution have been discharged and satisfied in accordance with the provisions of the Bond Resolution, including pursuant to Article 17 of the Bond Resolution, and all administrative expenses of the Commission and all other accrued and unpaid expenses with respect to the Bonds have been paid in full or provision for their payment has been made, the Treasurer of the Commission shall certify that fact to the Chief Fiscal Officer of the Board (the "Chief Fiscal Officer") and to the Executive Director of the Commission. Contemporaneous with the delivery of such certification, this Lease shall terminate and:

- (i) all of the Leased Property listed on Part A of Schedule I shall remain subject to the terms and conditions of either the 1990 Lease or the 1993 Lease, as applicable;
- (ii) the Leased Property listed on Part B of Schedule I shall thereafter be subject to the terms and conditions of the 1990 Lease, the 1993 Lease or such other lease as shall be mutually determined by the Commission and the School Board;

(b) Should the School Board at any time determine that any of the Leased Property is no longer useful or necessary for school purposes and that particular Leased Property should be sold or otherwise disposed of, and if the Commission determines that the sale or disposition of the property would be beneficial to the parties (which determination shall not be unreasonably withheld) the Commission shall convey such property to the School Board at its request or dispose of such property itself and pay the net proceeds as directed by the Board. Notwithstanding any such conveyance, the School Board shall remain liable for payment of the full amount of the rent set forth in this Lease.

SECTION 5. Payment of Lease Rentals

(a) Sources of Revenue to Pay Rent. In accordance with provisions of the Debt Reform Act, the School Board has determined that the Pledged State Aid Revenues will be sufficient on an annual basis to pay the rent payable under this Lease for each of the years 2001 through 2005, and the School Board has for each such year pledged a specified amount of Pledged State Aid Revenues for the payment of the rent payable under this Lease. In addition, the School Board will, in accordance with the Debt Reform Act, pledge Grant Revenues to pay the rent payable under this

Lease and anticipates that the rent payable under such Lease will be paid from such Grant Revenues. The Board's obligation to pay the rent payable under this Lease is a general obligation of the School Board for the payment of which the Board pledges its full faith and credit and, as provided in sub-section (b), for which the School Board has levied a direct annual tax, without limitation as to rate or amount, upon all the taxable property within the boundaries of the City of Chicago.

(b) Levy for Lease Rentals. Prior to or upon the execution of this Lease, the School Board shall levy a direct annual tax upon all taxable property within the boundaries of the Board of Education of the City of Chicago sufficient to pay the rent payable under this Lease, as and when the same becomes due and payable. After this Lease has been duly executed, the Board shall file in the offices of the County Clerks of Cook and DuPage Counties, Illinois, a certified copy of this Lease as so executed and a certified copy of the resolution levying the tax. Those certified copies shall constitute the authority for the County Clerks to extend the taxes annually necessary to pay the rent payable under this Lease as and when the same becomes due and payable, without limitation as to rate or amount, and in addition to and in excess of all other taxes to be levied by or on behalf of the School Board. The funds realized by the School Board from such tax levies shall not be disbursed for any purpose other than providing for the payment of the rent set forth in this Lease or to reimburse itself for amounts advanced from its general funds for that purpose. The School Board shall not abate, or otherwise take action which would impair the collection of the tax, to an amount which is less than that amount which shall be sufficient to pay all rent due under this Lease; except as provided in: (i) Section 3 of the resolution of the School Board authorizing the execution of this Lease; or (ii) sub-section (d) below.

(c) Provisions for Payment of Rent; Covenants of the School Board. As set forth in Section 3 of this Lease, the rent payable under this Lease shall be due and payable by the School Board to the Bond Trustee on each Rent Payment Date. The School Board covenants, so long as this Lease is in effect, that, beginning on February 1, 2000 it will transfer all Grant Revenues received by the Board to the Trustee for deposit into the Deposit Sub-Account of the Debt Service Account. In addition, the School Board covenants that to the extent that sufficient Grant Revenues are not received to satisfy the annual rent payment obligation as set forth in Section 3 of this Lease, the School Board will use its reasonable best efforts to issue, or cause to be issued, refunding bonds or debt obligations, the proceeds of which will be applied to the payment of any such deficiency on each scheduled Rent Payment Date. Pursuant to Section 15(e) of the Debt Reform Act, the School Board also covenants, so long as this Lease is in effect and to the extent required to satisfy this rent payment obligation after application of the Grant Revenues and the of the proceeds of any such refunding bonds, annually to provide for, collect and apply State Aid Revenues to the payment of the rent payable each year under this Lease and the provision of not less than an additional .25 times such amounts.

(d) Procedures for Abatement and Extension of Pledged Taxes. If the rent payable on any Rent Payment Date has been paid in full to the Bond Trustee, and is on deposit in the Payment Sub-Account of the Debt Service Account, the Chief Fiscal Officer shall take such actions as are necessary to abate in full the Pledged Taxes levied for the prior calendar year. In the event that as of any Rent Payment Date there has been deposited with the Bond Trustee an insufficient amount

to pay the rent due and payable on such Rent Payment Date, the Chief Fiscal Officer shall take such actions as are necessary to cause the extension of the Pledged Taxes levied for the prior calendar year in an amount sufficient, when added to the amount then on deposit in the Debt Service Account, to provide for the payment of the rent that was due and payable on such Rent Payment Date. If the Chief Fiscal Officer takes the actions described in the preceding sentence, the School Board shall not be in default of its obligations under this Lease to pay rent, notwithstanding the fact that such rent has not been paid in full on the applicable Rent Payment Date.

(e) Collection and Application of Pledged Taxes. Pursuant to the Board Resolution, the School Board has directed the County Collectors to deposit all collections of the Pledged Taxes, if and when extended for collection, directly with the Bond Trustee for application in accordance with the provisions of this Lease and the Bond Resolution. All Pledged Taxes received by the Bond Trustee shall be deposited promptly upon receipt into the Payment Sub-Account of the Debt Service Account and applied to the payment of the principal and interest on the PBC Bonds on August 1 of the calendar year in which such Pledged Taxes are collected and on February 1 of the following calendar year.

SECTION 6. Pledges and Lien Granted by School Board; Nature of Board's Obligation to Pay Rent.

(a) There are hereby pledged for the payment of the rent payable under this Lease in accordance with the provisions of this Lease, and a lien is hereby granted for such purpose, on the terms and conditions set forth in this Lease, on: (i) the Pledged Revenues and the Pledged Taxes; and (ii) any and all other moneys, securities and property furnished from time to time to the Bond Trustee by the School Board or on behalf of the School Board.

(b) The moneys, securities and properties hereby pledged shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the School Board, irrespective of whether such parties have notice hereof.

(c) The School Board's obligation to pay rent under this Lease does not represent or constitute a debt of the School Board within the meaning of any constitutional or any statutory limitation unless the Pledged Taxes shall have been extended for collection, in which case such obligation shall be included in the computation of indebtedness of the School Board for purposes of all statutory provisions or limitations until such time as an audit of the School Board shows that such obligation has been paid from the State Aid Revenues for a complete fiscal year of the Board.

(d) The obligation to pay the rent due and payable under this Lease shall, at all times while the Lease is in effect, constitute the general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of Pledged Taxes, as described herein.

(e) No portion of the funds paid by the School Board to the Commission shall be used for any purpose inconsistent with the conditions of the Bond Resolution and this Lease.

SECTION 7. Operation, Repair and Maintenance.

(a) The School Board shall operate, repair and maintain the Leased Property and undertake the cost of such operation, repairs and maintenance. The School Board shall provide operation and maintenance services, including, but not to the exclusion of other items not specified, water, heat, light, electricity, air conditioning, repairs, replacements, janitor, cleaning, security and caretaking services, all at the School Board's expense and without right of reimbursement from the commission for those costs. The School Board expressly waives the right to make repairs at the expense of the Commission, which right may be provided for in any statute or law in effect at the time of the execution of this Lease or any statute or law which may subsequently be enacted.

(b) The School Board will observe and perform all of the applicable terms and conditions contained in the Act, the Debt Reform Act, the Bond Resolution, this Lease and any rules or regulations which may be adopted by the Commission for the operation, repair and maintenance of the Leased Property. The Commission may appoint an Architect-Engineer or building management firm or technical staff for the purpose of conducting periodic inspections of the Leased Property and providing recommendations to the Commission and the School Board concerning the adequacy of the care and maintenance of the Leased Property. If the Commission determines that the School Board's operation, repair and maintenance of the Leased Property does not meet reasonable standards, the Commission shall notify the School Board to correct any deficiencies in order to achieve adequate operation, repair and maintenance of the Leased Property. If the School Board fails, within sixty (60) days after such notification to correct any specified deficiencies, the Commission may undertake correction of such deficiencies or enter into contracts for such purposes; the costs or expenses incurred by the Commission for periodic inspections and any correction of the deficiencies shall be reimbursed from the operation and maintenance levy or the School Board pursuant to Section 7 of this Lease, provided, however, that costs and expenses incurred by the Commission pursuant to this sentence shall not increase the levy required by Section 8 of this Lease.

SECTION 8. Operation and Maintenance Levy. The costs of operation, repair and maintenance of the Leased Property, as provided in Section 7 of this Lease, shall be included each year, in the budget of the School Board prepared annually during the term of this Lease. The School Board shall in each year levy direct annual taxes sufficient to pay such costs of operation, repair and maintenance of the Leased Property and the taxes shall be levied and collected annually in like manner with the other taxes of the School Board. The School Board shall each year file with the Commission a copy of the School Board's tax levy for operation and maintenance of the Leased Property, its budget for operating, repairing and maintaining the Leased Property and a summary of the costs actually incurred for those purposes.

SECTION 9. Completion of Program. If the Commission by resolution determines that sufficient funds are not available to complete the Program, or any part of it, then the Commission shall cause the Program to be completed with such modifications and eliminations as may be required by such lack of funds and in such manner as may be specified by the Architect Engineer or Architect-Engineers then acting under the provisions of the Bond Resolution, after consultation with the School Board. However, the terms and conditions of this Lease, including without limitation, the rent as set forth in Section 3, shall remain in full force and effect and continue to remain in full force and effect notwithstanding the fact that any or all of the Leased Property may be untenable or unsuitable for the School Board's purposes for any reason whatsoever.

SECTION 10. Non-Cancellation. The Commission shall not be required to expend any money which is not available from the proceeds derived from the sale of the Bonds or provided to it by the School Board and provided, further, that the failure to complete the Program shall not give the School Board any right to cancel or terminate this Lease or to abate, reduce or make reduction from or offset against any rent payable under this Lease or to fail to perform or observe any of the other covenants or conditions.

SECTION 11. Access for Work. The School Board agrees that if it is in occupancy of the Leased Property during the period of any work by the Commission, to give full access to and to cooperate with the Commission and each contractor engaged in constructing, improving, altering, repairing, equipping, and rehabilitating the Leased Property and to permit the Commission and its agents at all reasonable times to enter and inspect the Leased Property.

SECTION 12. Administrative Expense; Annual Budget.

(a) The Commission shall, prior to the first day of each calendar year during the term of this Lease, file with the School Board a certified copy of the annual budget of administrative expenses of the Commission as required by and provided for in Section 15 of the Bond Resolution. Upon mutual agreement of the Commission and the School Board, such budget may be amended from time to time.

(b) The Board covenants and agrees to provide for the payment of such administrative expenses: (i) *first*, from moneys available in funds or accounts of the Commission that may be applied for such purpose; and (ii) *second*, to the extent that there are insufficient moneys available in such funds or accounts, from other funds of the School Board.

SECTION 13. Repair; Indemnity. The Commission covenants that, immediately after any substantial damage to or destruction of any part of the Leased Property, it will notify the School Board and may, after consultation with the School Board, cause the Architect-Engineers to prepare plans and specifications for repairing, replacing or reconstructing the damaged or destroyed property (either in accordance with the original or a different design) and an estimate of the cost of that work, and to file copies of such estimate with the Bond Trustee and the School Board.

SECTION 14. School Board Insurance.

(a) As provided in this Lease and in the Bond Resolution, the School Board agrees to pay the cost of the premiums for insurance, if any, which is provided to be maintained by the School Board under this Lease or which the School Board is obligated to maintain under any other agreement with the Commission.

(b) The School Board shall indemnify, keep and save harmless the Commission, as provided in the attached agreement concerning insurance, indemnification and related matters. The Commission shall indemnify, keep and save harmless the School Board, as provided in the attached agreement concerning insurance, indemnification and related matters.

SECTION 15. Commission Insurance. The Commission covenants that it will at all times carry or cause to be carried insurance with a responsible insurance company or companies, qualified to insure the risk, with respect to:

(a) Such worker's compensation or employers' liability insurance, covering the Commission's employees, as may be deemed necessary or advisable under law.

(b) Bonding all of officers and employees of the commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants, or evidences of indebtedness on behalf of the Commission, for the faithful performance of their duties and the faithful accounting of all moneys and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

Except as is provided in this Section, the Commission shall not be required by this Lease to carry any insurance relating to the Program or the Leased Property, including, without limitation, public liability insurance or property damage insurance.

SECTION 16. Records. The Commission will maintain and keep proper books of record and accounts separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the Leased Property and the various Funds and Accounts, as provided in the Bond Resolution. Not later than 120 days after the close of each fiscal year, the Commission will cause an annual audit of its books, records and accounts for the preceding fiscal year to be made by an independent public accountant and will mail a copy of such audit report to the Bond Trustee and the Chief Fiscal Officer of the Board. Such books, records and accounts shall be open for inspection to the Bond Trustee and the School Board at all reasonable times.

SECTION 17. Unconditional Obligations of the School Board. This Lease shall be deemed and construed to be a net lease, noncancellable by the School Board during the term of the Lease, and the School Board shall pay, subject only to reduction only as provided in the last clause of Section 3 (a) of this Lease, to the Commission, absolutely net throughout the term of this Lease, the rent and all other payments required under this Lease, free of any deductions, without abatement, deduction or set-off for any reason or cause whatsoever including, without limitation:

- (i) the failure, for any cause, to complete the Program or the failure from whatsoever cause of the Leased Property to comply in any respect or respects with their respective plans and specifications or to meet any building or zoning code or other provision of law;
- (ii) the failure to complete the Program, at or before the beginning of the term of this Lease;
- (iii) any damage to or destruction of the Leased Property or any part of it, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the Leased Property or any part of it, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule, or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of any or all of the Leased Property or the quality, character or condition of any or all of the Leased Property);
- (iv) any failure of or any defect in the Commission's title to the Leased Property whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the Leased Property or any part of it;
- (v) any failure in whole or in part of the Commission to obtain and maintain any insurance; and
- (vi) any failure in whole or in part of the Commission to perform all or any of its other obligations, expressed or implied, to or for the benefit of the School Board, whether such obligations are provided for in this Lease, result from operation of law, or are provided for in or result from some other contract or agreement at any time or from time to time entered into between the Commission and the School Board.

SECTION 18. Further Assurance. At any and all times the School Board shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming, all and singular, the rights, and the Pledged Revenues, the Pledged Taxes and other moneys, securities and funds hereby pledged or assigned, or which the School Board may become bound to pledge or assign.

SECTION 19. Power to Execute Lease and to Pledge Pledged Revenues. The School Board is duly authorized under all applicable laws to execute and deliver this Lease and to pledge the Pledged Revenues, the Pledged Taxes and other moneys, securities and funds pledged by or pursuant to this Lease and to grant the lien granted by this Lease thereon in the manner and to the extent provided in this Lease. Except as provided in Section 20 hereof with respect to future parity pledges of the Pledged Revenues, the Pledged Revenues, Pledged Taxes and other moneys,

securities and funds so pledged, and subject to such lien, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Indenture, and all action on the part of the School Board to that end has been and will be duly and validly taken. This Lease is and will be the valid and legally enforceable obligation of the Board in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The Board covenants that upon the date of execution of this Lease, all conditions, acts and things required by the Constitution and laws of the State of Illinois to exist, to have happened and to have been performed precedent to or in the execution of this Lease shall exist, have happened and have been performed. The School Board shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on the Pledged Revenues, the Pledged Taxes and other moneys, securities and funds pledged under this Indenture and all the rights of the Owners in and to such Pledged Revenues, the Pledged Taxes and other moneys, securities and funds pledged under this Lease against all claims and demands.

SECTION 20. Additional Obligations Payable from Pledged Revenues.

(a) Except as provided in paragraphs (b) and (c) of this Section 20, the School Board shall not hereafter issue any bonds or other evidences of indebtedness, other than the Lease, which are secured by a pledge of or lien on the Pledged Revenues and the Pledged Taxes and shall not, except as expressly authorized in this Lease, create or cause to be created any lien or charge on the Pledged Revenues and the Pledged Taxes.

(b) The Board reserves the right to issue additional bonds or other evidence of indebtedness, including leases with the Commission (collectively, "Additional Bonds") from time to time payable from all or any portion of the Pledged Revenues or any other source of payment which may be pledged under the Debt Reform Act, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues; *provided, however*, that no Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act as in existence on the date of issuance of the Additional Bonds.

(c) The Board reserves the right to issue subordinate bonds or other evidences of indebtedness payable from the Pledged Revenues. Such subordinate obligations will be paid from Pledged Revenues available to the Board in each year in excess of those amounts required to be deposited in the Debt Service Account established under the Bond Resolution.

SECTION 21. Covenants Regarding Pledged Taxes.

(a) The School Board has directed the County Collectors to deposit all collections of the Pledged Taxes, if and when extended for collection, directly with the Bond Trustee for application in accordance with the provisions of the this Lease and the Bond Resolution. So long as the Lease remains outstanding, the School Board will not modify or amend such direction, except for such modifications or amendments as may be necessitated by changes in State law or procedures or rules, regulations or procedures thereunder with respect to the collection and distribution of ad valorem property taxes; *provided*, that no such modification or amendment shall provide for the deposit with the Bond Trustee of less than all of the Pledged Taxes otherwise to be collected in any Year.

(b) In the event the Pledged Taxes are extended for collection in any year, the School Board hereby covenants and agrees to deliver, prior to the receipt of the first distribution of collections of property taxes in such year, to each of the County Collectors and to the Bond Trustee, a Segregation Order (the "*Segregation Order*") specifying the percentage of each distribution to be received during such year which is attributable to the Pledged Taxes and directing that such percentage of each such distribution be segregated and paid to the Bond Trustee. The Segregation Order will also require the County Collectors to, promptly upon receipt of such property taxes for distribution, segregate and pay directly to the Bond Trustee for deposit in the Payment Sub-Account of the Debt Service Account an amount equal to the amount of each such distribution multiplied by the percentage specified in the Segregation Order for the then-current year. The School Board shall supplement the Segregation Order to adjust such percentage specified therein from time to time during each year as necessitated by the determination of the equalized assessed valuation of the Board for purpose of extending property taxes in such year and the final determination of the aggregate amount of property taxes to be extended for the Board in such year, so as to cause the deposit of Pledged Taxes with the Bond Trustee in each year in an amount sufficient to meet the requirements of the next sentence. The amount of all Pledged Taxes to be segregated and paid to the Bond Trustee in each year of tax collections shall be an amount sufficient to pay the rent due payable on the Rent Payment Date for that calendar year. As provided in the Bond Resolution, the Bond Trustee shall deposit all collections of Pledged Taxes immediately upon receipt into the Payment Sub-Account of the Debt Service Account.

(c) Such segregations, payments and deposits of the Pledged Taxes described in the foregoing sub-section shall continue during each year until Pledged Taxes have been deposited the Bond Trustee in an amount which, together with all other amounts deposited in the Payment Sub-Account of the Debt Service Account for the payment of the principal and interest due on the PBC Bonds during the calendar year in which such Pledged Taxes are collected, is sufficient to pay all of such principal and interest.

(d) So long as this Lease is in effect, the School Board and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied and extended and collected and deposited as described herein.

SECTION 22. Covenant Regarding Pledged Revenues. The School Board and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues may be allocated and paid to the School Board for application as provided herein and in the Bond Resolution.

SECTION 23. Covenant Regarding Construction Account. The Commission and the School Board each covenant that the Bond proceeds deposited in the Construction Account, without consideration of interest or investment income thereon, shall be available in amounts sufficient to be applied to the payment of interest on the Bonds on February 1, 2000, August 1, 2000 and February 1, 2001.

SECTION 24. Tax Covenant. The School Board covenants to the Commission not to make any use of the Leased Property or to make any investments of money to be used either for the undertaking of the Program or for the payment of rent which would cause interest on the PBC Bonds to be included in "gross income" for federal income tax purposes under present law.

SECTION 25. Additional Leased Property. This Lease, including without limitation Schedule I, may be supplemented to include Additional Leased Property as provided in Section 10.5 of the Bond Resolution.

SECTION 26. Amendments. No amendments to this Lease may be made without the consent of the Bond Trustee, except for additions or amendments to Schedule I which do not affect the obligation of the School Board to pay rent. The Bond Trustee shall, without the consent of the owners of the Bonds, consent to any other proposed amendment if the amendment is of a technical nature which, in the Trustee's judgment does not impair the rights of the owners of the Bonds.

SECTION 27. Assignment; Other Financing Transactions.

(a) The leasehold rights, and obligations of the School Board under this Lease shall not be assigned or sublet in whole or in part by the School Board during the term of Lease or while any of the Bonds are outstanding and unpaid under the Bond Resolution, except that the School Board may sublease all or part of the space leased by it if the Commission agrees to such sublease and if such sublease is permitted by law. Notwithstanding any such sublease, the School Board shall remain liable for all amounts payable by it under this Lease.

(b) Notwithstanding any other provision of this Lease, the School Board shall not be prohibited from entering into transactions, which for purposes of obtaining financing, the School Board, directly or indirectly, leases or otherwise transfers all or any of the Leased Property to another person and immediately enters into a leaseback or other arrangement that directly or indirectly gives the School Board the right to use, control and possess the Leased Property; provided that the School Board shall remain liable for all amounts payable by it under this Lease.

SECTION 28. Notice. Any notice or any demand to the School Board or the Commission required or permitted under this Lease or by the Bond Resolution shall be given either by delivery or by United States mail, registered or certified mail, and addressed or delivered, if to the Commission, at the-following address:

Public Building Commission of Chicago
Attention: Secretary
Room 201, Richard J. Daley Center
Chicago, Illinois 60602

and, if to the School Board, at the following address:

Board of Education of the City of Chicago
Attention: [Secretary][Chief Fiscal Officer]
125 South Clark Street
Chicago, Illinois 60603

or in either event at a different address as is provided to the other party and to the Bond Trustee under the Bond Resolution.

SECTION 29. Severability. If any covenant, phrase, clause, paragraph, section, condition or provision of this Lease is contained is held invalid by any court of competent jurisdiction, that invalidity shall not affect any other covenant, phrase, clause, paragraph, section, condition or provision of this Lease.

SECTION 30. Counterparts. This Lease may be executed in several counterparts, each of which shall be considered as an original.

The Public Building Commission of Chicago, by its Acting Executive Director, and the Board of Education of the City of Chicago, by its President, have each caused their names to be signed to this Lease and their respective seals to be affixed and attested thereto by their duly authorized officers, all as of September 1, 1999.

PUBLIC BUILDING COMMISSION
OF CHICAGO,
Cook County, Illinois

By *Eileen J. Carey*
Acting Executive Director

[SEAL]

Attest:

[Signature]
Assistant Secretary

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By _____
President

[SEAL]

Attest:

Secretary

BOARD RESOLUTION 99 - _____ -RS-
_____ APPROVAL AS TO LEGAL FORM

By _____
Attorney

The Public Building Commission of Chicago, by its Acting Executive Director, and the Board of Education of the City of Chicago, by its President, have each caused their names to be signed to this Lease and their respective seals to be affixed and attested thereto by their duly authorized officers, all as of September 1, 1999.

PUBLIC BUILDING COMMISSION
OF CHICAGO,
Cook County, Illinois

By _____
Acting Executive Director

[SEAL]
Attest:

Secretary

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

Gary Chico
By _____
President

[SEAL]
Attest:

Sharon Beullo

Secretary

BOARD RESOLUTION 99 - 0728 -RS-
6 APPROVAL AS TO LEGAL FORM.

Walter J. ...
By _____
Attorney

SCHEDULE I--PART A*

<u>School Name**</u>	<u>Type</u>
SPALDING H S - ADA	ADA
CHICAGO AGR H S - ADA	ADA
YOUNG H S - ADA	ADA
AGASSIZ - ADA	ADA
EDISON - ADA	ADA
CLAY - ADA	ADA
ERICSON - ADA	ADA
GOODLOW - ADA	ADA
KANOON - ADA	ADA
FRANKLIN - ADA	ADA
RANDOLPH - ADA	ADA
LASALLE - ADA	ADA
JACKSON - ADA	ADA
MCDADE - ADA	ADA
OWEN - ADA	ADA
VANDERPOEL - ADA	ADA
BEASLEY - ADA	ADA
DISNEY - ADA	ADA
MATHER H S - ADA	ADA
PHILLIPS H S - ADA	ADA
SHOOP - ADD	ADD
MURRAY - ADD	ADD
PICKARD - ADD	ADD
KELLY H S - ADD	ADD
JUAREZ H S - ADD	ADD
CARNEGIE - ADD	ADD
BRIGHTON PARK - ADD	ADD
BURBANK - ADD	ADD
SOUTHSIDE COL PREP - ADD	ADD
PHILLIPS H S - BLR	BLR

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
PICCOLO - BLR	BLR
DUBOIS - BLR	BLR
OWEN - BLR	BLR
HIGGINS - BRM	BRM
JACKSON MAHALIA - BRM	BRM
KOZMINSKI - BRM	BRM
MANLEY CAREER ACAD - BRM	BRM
AMUNDSEN H S	DOR
BOWEN H S	DOR
CALUMET H S	DOR
DUSABLE H S	DOR
MANLEY CAREER ACAD	DOR
MATHER H S	DOR
PHILLIPS H S	DOR
SPALDING H S	DOR
YOUNG H S	DOR
ORR H S	DOR
EDISON	DOR
CARVER PRIMARY	DOR
CORKERY	DOR
ERICSON	DOR
KANOON	DOR
HALE	DOR
CULLEN	DOR
ARAI MIDDLE	DOR
JACKSON	DOR
SEXTON A O	DOR
HIGGINS	DOR
PICCOLO MIDDLE	DOR
JACKSON MAHALIA	DOR
MATHER H S	EDT
AMUNDSEN H S	EDT
LEMOYNE	EDT

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
SENN H S	EDT
SCHURZ H S	EDT
LINCOLN PARK H S	EDT
DE DIEGO	EDT
PICCOLO	EDT
CLEMENTE H S	EDT
LAFAYETTE	EDT
ORR H S	EDT
PROSSER CAREER ACA	EDT
WELLS H S	EDT
TILTON	EDT
SPENCER	EDT
FLOWER VOC H S	EDT
MANLEY CAREER ACAD	EDT
LAWNDALE	EDT
GREGORY	EDT
CRANE H S	EDT
HOWLAND	EDT
SPALDING H S	EDT
DUSABLE H S	EDT
KOZMINSKI	EDT
HEARST	EDT
DRAKE	EDT
DUNBAR VOC H S	EDT
HEALY	EDT
TILDEN H S	EDT
SPRY	EDT
DOUGLAS	EDT
GUNSAULUS	EDT
HUBBARD H S	EDT
HARPER H S	EDT
COOK	EDT
BRADWELL	EDT

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
PARKER	EDT
BOGAN H S	EDT
WENTWORTH	EDT
LINDBLOM TECH H S	EDT
CALUMET H S	EDT
KENNEDY H S	EDT
HYDE PARK H S	EDT
MORGAN PARK H S	EDT
JULIAN H S	EDT
BOWEN H S	EDT
THORP J N	EDT
FENGER H S	EDT
SEXTON A O	EDT
ARAI MIDDLE	EDT
SMYSER	EDT
BEARD	EDT
LOGANDALE MIDDLE	EDT
MUNOZ MARIN PRIM	EDT
DOUGLASS MID	EDT
WARD L	EDT
SALAZAR	EDT
FARADAY *	EDT
PEREZ	EDT
MELODY	EDT
HAMMOND	EDT
HUGHES C E	EDT
EDWARDS	EDT
HENDRICKS	EDT
DAWES	EDT
HANCOCK HS	EDT
TESLA ALTERNATIVE	EDT
WASHINGTON/DALEY ACADEMY - G	EDT

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
CULLEN	EDT
HIGGINS	EDT
GARVEY	EDT
JACKSON MAHALIA	EDT
NINOS HEROES	EDT
GRISSOM	EDT
KIPLING	EDT
DUBOIS	EDT
CARVER PRIMARY	EDT
MCDOWELL	EDT
CURTIS	EDT
DISNEY	EDT
DUSABLE H S - HCE	HCE
SPALDING H S - HCE	HCE
ORR H S - HCE	HCE
PHILLIPS H S	MCR
CHAVEZ RESOURCE CENTER	MCR
DISNEY	MCR
SEXTON A O	MCR
CARVER PRIMARY	MCR
PICCOLO	MCR
CORKERY	MCR
HOWLAND	MCR
KING H S	MCR
ARIEL (SHAKESPEARE 5850)	MCR
GREENE	MCR
DAVIS/SHEILDS AREA-New School I	NSC
MATHER H S - SCI	SCI
AMUNDSEN H S - SCI	SCI
DUSABLE H S - SCI	SCI
DOUGLASS' MID - SCI	SCI
HARPER H S - SCI	SCI
CLEMENTE H S - SCI	SCI

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
FENGER H S - SCI	SCI
KING H S - SCI	SCI
KELLY H S - SLK	SLK
EDISON	STR
TILDEN H S	STR
DUSABLE H S	STR
SENN H S	STR
FENGER H S - UAF	UAF
DECATUR - ADA	ADA
NEIL - ADA	ADA
NEWBERRY - ADA	ADA
STONE - ADA	ADA
GOLDBLATT - ADD	ADD
SCAMMON - BLR	BLR
WILLIAMS - BRM	BRM
CARVER MIDDLE - BRM	BRM
PENN - BRM	BRM
GRAHAM - BRM	BRM
WEST PULLMAN - BRM	BRM
AUSTIN H S	DOR
BLAINE	DOR
BROWN	DOR
BUDLONG	DOR
CARVER MIDDLE	DOR
CHASE	DOR
CLEVELAND	DOR
CLISSOLD	DOR
COPERNICUS	DOR
CROWN	DOR
DARWIN	DOR
DECATUR	DOR
GLADSTONE	DOR
WEST PULLMAN	DOR

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
WILLIAMS	DOR
BOND	DOR
BETHUNE	DOR
VON STEUBEN H'S	EDT
MASON	EDT
WEST PULLMAN	EDT
BELDING	EDT
BUDLONG	EDT
BELL	EDT
EBINGER	EDT
STONE	EDT
LANE TECH H S	EDT
FARNSWORTH	EDT
VOLTA	EDT
COONLEY	EDT
MURPHY	EDT
BLAINE	EDT
CLEVELAND	EDT
LOVETT	EDT
OGDEN	EDT
NOBEL	EDT
NEWBERRY	EDT
DARWIN	EDT
MAYER	EDT
VON HUMBOLDT	EDT
CHASE	EDT
MOZART	EDT
SABIN	EDT
BETHUNE	EDT
GOLDBLATT	EDT
WEBSTER	EDT
CROWN	EDT
BROWN	EDT

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
GALILEO	EDT
GRANT	EDT
HEFFERAN	EDT
POPE	EDT
GLADSTONE	EDT
SMYTH	EDT
PENN	EDT
HERZL	EDT
SHERIDAN M	EDT
FULTON	EDT
WOODSON NORTH	EDT
MAYO	EDT
COLMAN	EDT
GRAHAM	EDT
WILLIAMS	EDT
ZAPATA (Corkery/Whitney)	EDT
PARKMAN	EDT
DOOLITTLE INTER	EDT
ORTIZ DE DOMINGUEZ	EDT
JOHNS	EDT
BOND	EDT
TONTI	EDT
JOPLIN	EDT
ALTGELD	EDT
COPERNICUS	EDT
FERMI	EDT
YALE	EDT
BRIGHT	EDT
GALLISTEL	EDT
TAYLOR	EDT
DIXON	EDT
KOHN	EDT
CLISSOLD	EDT

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
WHISTLER	EDT
BENNETT	EDT
PULLMAN	EDT
CARVER MIDDLE	EDT
NEIL	EDT
HAILEY A (Brenan)	EDT
AUSTIN H S - HCE	HCE
GLADSTONE - HCE	HCE
STONE	MCR
CARVER MIDDLE	MCR
DECATUR	MCR
SCAMMON	MCR
KELLOGG	MCR
SABIN	MCR
MCCOSH	MCR
VON STEUBEN H S	MCR
GAGE PARK H S - SCI	SCI
SO SHORE H S - SCI	SCI
DYETT MIDDLE - SCI	SCI
LANE TECH H S - SCI	SCI
HOPE - SCI	SCI
CORLISS H S - SCI	SCI
STEINMETZ H S - SCI	SCI
AUSTIN H S - SCI	SCI
COLLINS H S - SCI	SCI
HAILEY A (Brenan)	STR
NEIL	STR
BOND	STR
WEST PULLMAN	STR
AUSTIN H S	STR
MASON	STR
LOVETT	STR
DYETT MIDDLE	STR

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
FLEMING BR - BLR	BLR
ADDAMS - BLR	BLR
NICHOLSON - BRM	BRM
MANIERRE - BRM	BRM
CHALMERS - BRM	BRM
CALDWELL - BRM	BRM
AVONDALE	DOR
BARNARD	DOR
BURROUGHS	DOR
BYRNE	DOR
CALDWELL	DOR
CHALMERS	DOR
MORSE	DOR
DIRKSEN	EDT
ORIOLE PARK	EDT
MCCUTCHEON	EDT
HANSON PARK	EDT
COLUMBUS	EDT
PEABODY	EDT
MANIERRE	EDT
PULASKI	EDT
AVONDALE	EDT
SCHILLER	EDT
PRITZKER	EDT
MORSE	EDT
SIMPSON H S	EDT
JENSEN	EDT
CHALMERS	EDT
FRAZIER	EDT
MONTEFIORE	EDT
MARCONI	EDT
CATHER	EDT
JOHNSON	EDT

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

<u>School Name**</u>	<u>Type</u>
HERBERT	EDT
SAUCEDO	EDT
DE LA CRUZ	EDT
BYRNE	EDT
REAVIS	EDT
BURROUGHS	EDT
ENGLEWOOD H S	EDT
STEVENSON	EDT
NICHOLSON	EDT
GRESHAM	EDT
ALDRIDGE	EDT
RYDER	EDT
ESMOND	EDT
METCALFE	EDT
ADDAMS	EDT
BARNARD	EDT
CALDWELL	EDT

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

SCHEDULE I--PART B*

School Name**

FIELD
KELVYN PARK H S
REINBERG/LYON/SCHUBERT
WESTINGHOUSE C A
CUFFE
DE PRIEST
SIMEON VOC H S
REGION 4 H S
JONES H S
HAUGAN
TEACHER'S ACADEMY
ALBANY PARK
BYRD

* Projects will not include any portion of the federally funded "E-Rate" information technology projects, with an aggregate cost of \$57 million, at facilities listed on Part A and Part B.

** See Attachment A for listing of addresses.

ATTACHMENT A

ADDAMS	EDT	10810 S. Avenue H
ADDAMS - BLR	BLR	10810 S. Avenue H
AGASSIZ - ADA	ADA	2851 N. Seminary Ave
ALBANY PARK	ACQ	5039 North Kimball Ave
ALDRIDGE	EDT	630 E. 131st St.
ALTGELD	EDT	1340 West 71st Street
AMUNDSEN H S	DOR	5110 N. Damen
AMUNDSEN H S	EDT	5110 N. Damen
AMUNDSEN H S - SCI	SCI	5110 N. Damen
ARAI MIDDLE	DOR	900 W. Wilson
ARAI MIDDLE	EDT	900 W. Wilson
ARIEL (SHAKESPEARE 5850)	MCR	4434 S. Lake Park Avenue
AUSTIN H S	DOR	231 N. Pine Ave.
AUSTIN H S	STR	231 N. Pine Ave.
AUSTIN H S - HCE	HCE	231 N. Pine Ave.
AUSTIN H S - SCI	SCI	231 N. Pine Ave.
AVONDALE	DOR	2945 N. Sawyer
AVONDALE	EDT	2945 N. Sawyer
BARNARD	DOR	10354 S. Charles
BARNARD	EDT	10354 S. Charles
BEARD	EDT	6445 W. Strong
BEASLEY - ADA	ADA	5255 S. State
BELDING	EDT	4257 N. Tripp Ave.
BELL	EDT	3730 N. Oakley
BENNETT	EDT	10115 S. Prairie
BETHUNE	DOR	3030 W. Arthington
BETHUNE	EDT	3030 W. Arthington
BLAINE	DOR	1420 W. Grace St.
BLAINE	EDT	1420 W. Grace St.
BOGAN H S	EDT	3939 W. 79th St.
BOND	DOR	7050 S. May
BOND	EDT	7050 S. May
BOND	STR	7050 S. May
BOWEN H S	DOR	2710 E. 89th St.
BOWEN H S	EDT	2710 E. 89th St.
BRADWELL	EDT	7736 S. Burnham
BRIGHT	EDT	10740 S. Calhoun
BRIGHTON PARK - ADD	ADD	3825 S. Washtenaw
BROWN	DOR	54 N. Hermitage
BROWN	EDT	54 N. Hermitage
BUDLONG	DOR	2701 W. Foster Ave

BUDLONG	EDT	2701 W. Foster Ave
BURBANK - ADD	ADD	2035 N. Mobile Ave
BURROUGHS	DOR	3542 S. Washtenaw
BURROUGHS	EDT	3542 S. Washtenaw
BYRD	ACQ	363 W. Hill St.
BYRNE	DOR	5329 S. Oak Park Ave
BYRNE	EDT	5329 S. Oak Park Ave
CALDWELL	DOR	8546 S. Cregier
CALDWELL	EDT	8546 S. Cregier
CALDWELL - BRM	BRM	8546 S. Cregier
CALUMET H S	DOR	8131 S. May
CALUMET H S	EDT	8131 S. May
CARNEGIE - ADD	ADD	1414 E. 61st Place
CARVER MIDDLE	DOR	801 E. 133rd Pl.
CARVER MIDDLE	EDT	801 E. 133rd Pl.
CARVER MIDDLE	MCR	801 E. 133rd Pl.
CARVER MIDDLE - BRM	BRM	801 E. 133rd Pl.
CARVER PRIMARY	DOR	901 E. 133rd Pl.
CARVER PRIMARY	EDT	901 E. 133rd Pl.
CARVER PRIMARY	MCR	901 E. 133rd Pl.
CATHER	EDT	2908 W. Washington
CHALMERS	DOR	2745 W. Roosevelt
CHALMERS	EDT	2745 W. Roosevelt
CHALMERS - BRM	BRM	2745 W. Roosevelt
CHASE	DOR	2021 N. Point Ave
CHASE	EDT	2021 N. Point Ave
CHAVEZ RESOURCE CENTER	MCR	4747 S. Marshfield
CHICAGO AGR H S - ADA	ADA	3807 W. 111th St.
CLAY - ADA	ADA	13231 S. Burley
CLEMENTE H S	EDT	1147 N. Western Ave
CLEMENTE H S - SCI	SCI	1147 N. Western Ave
CLEVELAND	DOR	3121 W. Byron
CLEVELAND	EDT	3121 W. Byron
CLISSOLD	DOR	2350 W. 110th Pl.
CLISSOLD	EDT	2350 W. 110th Pl.
COLLINS H S - SCI	SCI	1313 S. Sacramento
COLMAN	EDT	4655 S. Dearborn
COLUMBUS	EDT	1003 N. Leavitt St.
COOK	EDT	8150 S. Bishop
COONLEY	EDT	4046 N. Leavitt
COPERNICUS	DOR	6010 S. Throop
COPERNICUS	EDT	6010 S. Throop
CORKERY	DOR	2510 S. Kildare

CORKERY		
CORLISS H S - SCI	SCI	821 E. 103rd St.
CRANE H S	EDT	2245 W. Jackson
CROWN	DOR	2128 S. St. Louis
CROWN	EDT	2128 S. St. Louis
CUFFE	ACQ	1540 W. 84th St.
CULLEN	DOR	10650 S. Eberhart
CULLEN	EDT	10650 S. Eberhart
CURTIS	EDT	32 E. 115th St.
DARWIN	DOR	3116 W. Belden
DARWIN	EDT	3116 W. Belden
DAVIS/SHEILDS AREA-New School I	NSC	To be determined
DAWES	EDT	3810 W. 81st St.
DE DIEGO	EDT	1313 N. Claremont
DE LA CRUZ	EDT	2317 W. 23rd Pl.
DE PRIEST	ACQ	139 S. Parkside
DECATUR	DOR	7030 N. Sacramento Ave
DECATUR	MCR	7030 N. Sacramento Ave
DECATUR - ADA	ADA	7030 N. Sacramento Ave
DIRKSEN	EDT	7030 N. Sacramento Ave
DISNEY	EDT	4140 N. Marine Dr.
DISNEY	MCR	4140 N. Marine Dr.
DISNEY - ADA	ADA	4140 N. Marine Dr.
DIXON	EDT	8306 S. St. Lawrence
DOOLITTLE INTER	EDT	535 E. 35th Street
DOUGLAS	EDT	3200 S. Calumet
DOUGLASS MID	EDT	543 N. Waller Ave
DOUGLASS MID - SCI	SCI	543 N. Waller Ave
DRAKE	EDT	2722 S. King Dr.
DUBOIS	EDT	330 E. 133rd St.
DUBOIS - BLR	BLR	330 E. 133rd St.
DUNBAR VOC H S	EDT	3000 S. King Dr.
DUSABLE H S	DOR	4934 S. Wabash
DUSABLE H S	EDT	4934 S. Wabash
DUSABLE H S	STR	4934 S. Wabash
DUSABLE H S - HCE	HCE	4934 S. Wabash
DUSABLE H S - SCI	SCI	4934 S. Wabash
DYETT MIDDLE	STR	555 E. 51st St.
DYETT MIDDLE - SCI	SCI	555 E. 51st St.
EBINGER	EDT	7350 W. Pratt
EDISON	DOR	6220 N. Olcott Ave.
EDISON	STR	6220 N. Olcott Ave.
EDISON - ADA	ADA	6220 N. Olcott Ave.

EDWARDS	EDT	4815 S. Karlov
ENGLEWOOD H S	EDT	6201 S. Stewart
ERICSON	DOR	6201 S. Stewart
ERICSON - ADA	ADA	3600 W. Fifth
ESMOND	EDT	3600 W. Fifth.
FARADAY	EDT	3250 W. Monroe
FARNSWORTH	EDT	5414 N. Linder
FENGER H S	EDT	5414 N. Linder
FENGER H S - SCI	SCI	11220 S. Wallace
FENGER H S - UAF	UAF	11220 S. Wallace
FERMI	EDT	1415 E. 70th St.
FIELD	ACQ	7019 N. Ashland Ave
FLEMING BR - BLR	BLR	4918 W. 64th Street
FLOWER VOC H S	EDT	3545 W. Fulton Blvd.
FRANKLIN - ADA	ADA	225 W. Evergreen Ave
FRAZIER	EDT	4027 W. Grenshaw
FULTON	EDT	5300 S. Hermitage
GAGE PARK H S - SCI	SCI	5630 S. Rockwell
GALILEO	EDT	1631 W. Jonquil Terrace
GALLISTEL	EDT	10347 S. Ewing
GARVEY	EDT	10309 S. Morgan Ave
GLADSTONE	DOR	1231 S. Damen
GLADSTONE	EDT	1231 S. Damen
GLADSTONE - HCE	HCE	1231 S. Damen
GOLDBLATT	EDT	257 W. Adams
GOLDBLATT - ADD	ADD	257 W. Adams
GOODLOW - ADA	ADA	2040 W. 62nd
GRAHAM	EDT	4436 S. Union
GRAHAM - BRM	BRM	4436 S. Union
GRANT	EDT	145 S. Campbell
GREENE	MCR	3525 S. Honore
GREGORY	EDT	3715 W. Polk
GRESHAM	EDT	8524 S. Green St.
GRISSOM	EDT	12810 Escanaba
GUNSAULUS	EDT	4420 S. Sacramento
HAILEY A (Brenan)	EDT	11411 S. Eggleston Ave
HAILEY A (Brenan)	STR	11411 S. Eggleston Ave
HALE	DOR	6140 S. Melvina
HAMMOND	EDT	2819 W. 21st Pl.
HANCOCK HS	EDT	4350 West 79th Street
HANSON PARK	EDT	5411 W. Fullerton Ave
HARPER H S	EDT	6520 S. Wood
HARPER H S - SCI	SCI	6520 S. Wood

HAUGAN	ACQ	4540 N. Hamlin Ave
HEALY	EDT	3010 S. Parnell
HEARST	EDT	4640 S. Lamon
HEFFERAN	EDT	4409 W. Wilcox
HENDRICKS	EDT	4316 S. Princeton
HERBERT	EDT	2131 W. Monroe
HERZL	EDT	3711 W. Douglas Blvd
HIGGINS	DOR	11710 S. Morgan
HIGGINS	EDT	11710 S. Morgan
HIGGINS - BRM	BRM	11710 S. Morgan
HOPE - SCI	SCI	5515 S. Lowe
HOWLAND	EDT	1616 S. Spaulding
HOWLAND	MCR	1616 S. Spaulding
HUBBARD H S	EDT	6200 S. Hamlin
HUGHES C E	EDT	4247 W. 15th St.
HYDE PARK H S	EDT	6220 S. Stony Island1340 w
JACKSON	DOR	1340 W. Harrison
JACKSON - ADA	ADA	1340 W. Harrison
JACKSON MAHALIA	DOR	917 W. 88th St.
JACKSON MAHALIA	EDT	917 W. 88th St.
JACKSON MAHALIA - BRM	BRM	917 W. 88th St.
JENSEN	EDT	3030 W. Harrison
JOHNS	EDT	6936 S. Hermitage
JOHNSON	EDT	1420 S. Albany
JONES H S	ACQ	606 S. State
JOPLIN	EDT	7931 S. Honore
JUAREZ H S - ADD	ADD	2150 S. Laflin
JULIAN H S	EDT	10330 S. Elizabeth
KANON	DOR	2233 S. Kedzie
KANON - ADA	ADA	2233 S. Kedzie
KELLOGG	MCR	9241 S. Leavitt
KELLY H S - ADD	ADD	4136 S. California
KELLY H S - SLK	SLK	4136 S. California
KELVYN PARK H S	ACQ	4343 W. Wrightwood Ave.
KENNEDY H S	EDT	6325 W. 56th St.
KING H S	MCR	4445 S. Drexel
KING H S - SCI	SCI	4445 S. Drexel
KIPLING	EDT	9351 S. Lowe
KOHN	EDT	10414 S. State
KOZMINSKI	EDT	936 E. 54th St.
KOZMINSKI - BRM	BRM	936 E. 54th St.
LAFAYETTE	EDT	2714 W. Augusta Blvd.
LANE TECH H S	EDT	2501 W. Addison

LANE TECH H S - SCI	SCI	2501 W. Addison
LASALLE - ADA	ADA	1734 N. Orleans St.
LAWDALE	EDT	3500 W. Douglas
LEMOYNE	EDT	851 W. Waveland Ave
LINCOLN PARK H S	EDT	2001 N. Orchard
LINDBLOM TECH H S	EDT	6130 S. Wolcott
LOGANDALE MIDDLE	EDT	3212 W. George Street
LOVETT	EDT	6333 W. Bloomingdale St.
LOVETT	STR	6333 W. Bloomingdale St.
MANIERRE	EDT	1420 N. Hudson Avenue
MANIERRE - BRM	BRM	1420 N. Hudson Avenue
MANLEY CAREER ACAD	DOR	2935 W. Polk
MANLEY CAREER ACAD	EDT	2935 W. Polk
MANLEY CAREER ACAD - BRM	BRM	2935 W. Polk
MARCONI	EDT	230 N. Kolmar
MASON	EDT	4217 W. 18th St.
MASON	STR	4217 W. 18th St.
MATHER H S	DOR	5835 N. Lincoln Ave.
MATHER H S	EDT	5835 N. Lincoln Ave.
MATHER H S - ADA	ADA	5835 N. Lincoln Ave.
MATHER H S - SCI	SCI	5835 N. Lincoln Ave.
MAYER	EDT	2250 N. Clifton Ave
MAYO	EDT	249 E. 37th St.
MCCOSH	MCR	3527 S. Wallace
MCCUTCHEON	EDT	4865 N. Sheridan Rd.
MCDADE - ADA	ADA	8806 S. Indiana
MCDOWELL	EDT	1419 E. 89th St.
MELODY	EDT	412 S. Keeler
METCALFE	EDT	12339 S. Normal
MONTEFIORE	EDT	1310 S. Ashland
MORGAN PARK H S	EDT	1744 W. Pryor Ave.
MORSE	DOR	620 N. Sawyer Ave
MORSE	EDT	620 N. Sawyer Ave
MOZART	EDT	2200 N. Hamlin Ave
MUNOZ MARIN PRIM	EDT	3320 W. Evergreen Ave
MURPHY	EDT	3539 W. Grace St.
MURRAY - ADD	ADD	5335 S. Kenwood
NEIL	EDT	8555 S. Michigan
NEIL	STR	8555 S. Michigan
NEIL - ADA	ADA	8555 S. Michigan
NEWBERRY	EDT	700 W. Willow St.
NEWBERRY - ADA	ADA	700 W. Willow St.
NICHOLSON	EDT	6006 S. Peoria

NICHOLSON - BRM	BRM	6006 S. Peoria
NINOS HEROES	EDT	8344 S. Commercial
NOBEL	EDT	4127 W. Hirsch St.
OGDEN	EDT	24 W. Walton
ORIOLE PARK	EDT	5424 Oketo Ave
ORR H S	DOR	730 N. Pulaski Rd.
ORR H S	EDT	730 N. Pulaski Rd.
ORR H S - HCE	HCE	730 N. Pulaski Rd.
OWEN - ADA	ADA	8247 S. Christiana
OWEN - BLR	BLR	8247 S. Christiana
PARKER	EDT	6800 S. Stewart
PARKMAN	EDT	245 W. 51st St.
PEABODY	EDT	1444 W. Augusta Bld
PENN	EDT	1616 S. Avers
PENN - BRM	BRM	1616 S. Avers
PEREZ	EDT	1241 W. 19th St.
PHILLIPS H S	DOR	244 E. Pershing Rd.
PHILLIPS H S	MCR	244 E. Pershing Rd.
PHILLIPS H S - ADA	ADA	244 E. Pershing Rd.
PHILLIPS H S - BLR	BLR	244 E. Pershing Rd.
PICCOLO	EDT	1040 N. Keeler Ave.
PICCOLO	MCR	1040 N. Keeler Ave.
PICCOLO - BLR	BLR	1040 N. Keeler Ave.
PICCOLO MIDDLE	DOR	1040 N. Keeler Ave.
PICKARD - ADD	ADD	2301 W. 21st Pl.
POPE	EDT	1852 S. Albany
PRITZKER	EDT	2009 W. Schiller St.
PROSSER CAREER ACA	EDT	2148 N. Long Ave.
PULASKI	EDT	2230 W. McLean St.
PULLMAN	EDT	11311 Forrestville
RANDOLPH - ADA	ADA	7316 S. Hoyne
REAVIS	EDT	834 E. 50th St.
REGION 4 H S	ACQ	
REINBERG/LYON/SCHUBERT	ACQ	
RYDER	EDT	8716 S. Wallace
SABIN	EDT	2216 W. Hirsch St.
SABIN	MCR	2216 W. Hirsch St.
SALAZAR	EDT	160 W. Wendell St.
SAUCEDO	EDT	2850 W. 24th Blvd.
SCAMMON	MCR	4201 W. Henderson
SCAMMON - BLR	BLR	4201 W. Henderson
SCHILLER	EDT	640 W. Scott St.
SCHURZ H S	EDT	3601 N. Milwaukee Ave.

SENN H S	EDT	5900 N. Glenwood
SENN H S	STR	5900 N. Glenwood
SEXTON A O	DOR	6020 S. Langley
SEXTON A O	EDT	6020 S. Langley
SEXTON A O	MCR	6020 S. Langley
SHERIDAN M	EDT	533 W. 27th St.
SHOOP - ADD	ADD	1460 W. 112th St.
SIMEON VOC H S	ACQ	8235 S. Vincennes
SIMPSON H S	EDT	1321 S. Paulina
SMYSER	EDT	4310 N. Melvina
SMYTH	EDT	1059 W. 13th St.
SO SHORE H S - SCI	SCI	7529 S. Constance
SOUTHSIDE COL PREP - ADD	ADD	250 E. 111th St.
SPALDING H S	DOR	1628 W. Washington
SPALDING H S	EDT	1628 W. Washington
SPALDING H S - ADA	ADA	1628 W. Washington
SPALDING H S - HCE	HCE	1628 W. Washington
SPENCER	EDT	214 N. Lavergne
SPRY	EDT	2400 S. Marshall Blvd.
STEINMETZ H S - SCI	SCI	3030 N. Mobile
TEVENSON	EDT	8010 S. Kostner
THE ONE	EDT	6239 N. Leavitt St.
STONE	MCR	6239 N. Leavitt St.
STONE - ADA	ADA	6239 N. Leavitt St.
TAYLOR	EDT	9912 S. Avenue H
TEACHER'S ACADEMY	ACQ	
TESLA ALTERNATIVE	EDT	6657 S. Kimbark
THORP J N	EDT	8914 S. Buffalo
TILDEN H S	EDT	4747 S. Union
TILDEN H S	STR	4747 S. Union
TILTON	EDT	223 N. Keeler
TONTI	EDT	5815 S. Homan
WASHINGTON/DALEY ACADEMY - G	EDT	838 W. Marquette Rd
VANDERPOEL - ADA	ADA	9510 S. Prospect
VOLTA	EDT	4950 N. Avers
VON HUMBOLDT	EDT	2620 W. Hirsch St.
VON STEUBEN H S	EDT	5039 N. Kimball Ave.
VON STEUBEN H S	MCR	5039 N. Kimball Ave.
WARD L	EDT	410 N. Monticello
WEBSTER	EDT	4055 W. Arthington
WELLS H S	EDT	936 N. Ashland
WENTWORTH	EDT	6950 S. Sangamon
WEST PULLMAN	DOR	11941 S. Parnell