



Office of the Chicago City
Clerk



O2012-2238

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	4/18/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Board of Education regarding TIF assistance for New Jones Property
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 18, 2012

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Board of Education regarding TIF assistance.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, 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) (the "School Code"); and

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Board operates a high school known as The William Jones College Preparatory High School (also known as Jones College Prep or "Jones") (the "Existing Jones Facility") on the real property generally located at 600-640 South State Street and 601-619 South Plymouth Court, Chicago, Illinois (the "Existing Jones Property"); and

WHEREAS, the Commission owns in trust for and leases to the Board the Existing Jones Property; and

WHEREAS, the Existing Jones Facility is characterized by an out-dated design and an inability to accommodate contemporary high school learning and lacks athletic facilities; and

WHEREAS, the Board desires to construct new facilities and related improvements to house and serve the high school (the "School"); and

WHEREAS, the Board acquired the real property at 642-738 South State Street, Chicago, Illinois (the "New Jones Property") for the construction of a new modern school (the Existing Jones Property and the New Jones Property shall be referred to herein as the "Jones Property"); and

WHEREAS, the Board has requested the Commission to construct a new School, including athletic facilities, on the New Jones Property acquired by the Board (the "New Jones Facility") (the construction of the New Jones Facility on the New Jones Property shall be referred to herein as the "Jones Project"); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "TIF Act"), to finance projects that eradicate blight conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the TIF Act, the City Council adopted the following ordinances on August 3, 1994 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 54876 to 54950): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area" (as amended pursuant to ordinances adopted by the City Council on May 12, 1999 and published in the Journal for such date at pages 1002 to 1012, March 28, 2001 and published in the Journal for such date at pages 55308 to 55313, and April 13, 2011 and published in the Journal for such date at pages 114565 to 114621); "An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Tax

Increment Financing District" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114622 to 114632); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Near South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114633 to 114641) (the aforesaid Ordinances are collectively referred to herein as the "Near South TIF Ordinances", the Redevelopment Plan approved by the Near South TIF Ordinances is referred to herein as the "Near South Redevelopment Plan" and the redevelopment project area created by the Near South TIF Ordinances, as amended, is referred to herein as the "Near South Redevelopment Area"); and

WHEREAS, all of the Jones Property lies wholly within the boundaries of the Near South Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the TIF Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near South Redevelopment Area shall be known as the "Near South Increment"); and

WHEREAS, the Board is a taxing district under the TIF Act; and

WHEREAS, the Near South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Near South Redevelopment Area; and

WHEREAS, the City desires to allocate and use a portion of the Near South Increment in an amount not to exceed \$114,641,656 (the "Jones City Funds") for the Jones Project on the New Jones Property pursuant to an intergovernmental agreement between the City and the Board in substantially the form attached hereto as Exhibit 1 (the "Jones Agreement"); and

WHEREAS, in accordance with the TIF Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 of the Jones Agreement) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Near South Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the New Jones Facility that are necessary and directly result from the redevelopment project constituting the Jones Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the TIF Act; and

WHEREAS, the City and the Board anticipate that the future use of the Existing Jones Property, including but not limited to the potential funding therefor, shall be addressed in an amendment to the Jones Agreement or a separate agreement at a later time, subject to due authorization; and

WHEREAS, as contemplated in Article Three, Section 8(c) of the Jones Agreement, the Jones City Funds shall constitute "Funding for Jones" as such term is defined and used in that certain Ground Lease for the Byrd School Site between the Board and the City dated as of October 20, 2010 (particularly but not limited to Preamble F, Article II and Section 3.1 thereof) (the "Byrd School Lease"), pursuant to which the Board gave the City a ninety-nine (99) year ground lease to the real property described therein and formerly operated by the Board as Byrd School; and

WHEREAS, Article 7, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government and school districts to contract among themselves to share services and to exercise, combine and transfer functions in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. (the "LGPTA"), authorizes a municipality (including units of local government and school districts) (a "transferee municipality"), whose territory is wholly or partly within the corporate limits of another municipality, to by ordinance declare that it is necessary or convenient for it to use, occupy or improve real estate held by another municipality (a "transferor municipality") for the making of any public improvement or for any public purpose, in which case the corporate authorities of the transferor municipality shall have the power to transfer all of the right, title and interest of the transferor municipality in such real estate to the transferee municipality upon such terms as may be agreed to the by municipalities; and

WHEREAS, the City is the owner of the real property legally described and depicted on Exhibit 2A and Exhibit 2B to this ordinance, respectively (the "Read-Dunning Property"), consisting of approximately 18.879 acres of unimproved land (provided, however, that the legal description and depiction of the Read-Dunning Property set forth in Exhibits 2A and 2B hereto, respectively, shall both be subject to such changes as the Commissioner of the Department of Housing and Economic Development or his designee (the "Commissioner") may deem necessary); and

WHEREAS, the City has no present municipal use for the Read-Dunning Property; and

WHEREAS, pursuant to its power and authority under the School Code and pursuant to the LGPTA, the Board, at its meeting of January 25, 2012, pursuant to Board Report 12-0125-OP1 (the "January 25, 2012 Report") has determined that it is necessary or convenient for it to lease the Read-Dunning Property for a term of 99 years with an option to purchase for \$1 for future school and related public purposes in consideration, along with the Jones City Funds, of the conveyance of the Former Near North Property and the Former Washburne Property as described below; and

WHEREAS, the Board is the owner of the real property legally described and depicted on Exhibit 3A and Exhibit 3B to this ordinance, respectively (the "Former Near North Property"), consisting of approximately 9.8 acres of land and certain improvements that the Board previously operated as Near North High School (provided, however, that the legal description and depiction of the Former Near North Property set forth in Exhibits 3A and 3B hereto, respectively, shall both be subject to such changes as the Commissioner may deem necessary); and

WHEREAS, Jones College Prep currently uses and will continue to use Near North High School's athletic facilities until completion of the Jones Project (subject to Section 4 hereof); and

WHEREAS, the Board will have no school use for the Former Near North Property after the completion of the Jones Project; and

WHEREAS, the City Council hereby finds that it is necessary or convenient for it to use, occupy or improve the Former Near North Property for the public purpose of constructing replacement public housing units and/or other public amenities as part of a larger mixed-income community to be developed on and in the vicinity of the Former Near North Property, consistent with the obligations of the City and the Chicago Housing Authority under the Consent Decree entered in *Cabrini-Green Local Advisory Council v. Chicago Housing Authority and City of Chicago*, Case No 96 06949 (the "Cabrini-Green Consent Decree"); and

WHEREAS, pursuant to its power and authority under the School Code and pursuant to the LGPTA, the Board, at its meeting of January 25, 2012, pursuant to the January 25, 2012 Report has approved the conveyance of the Former Near North Property to the City for such public purposes subject to a lease or other agreement allowing the Board to use the Former Near North Property until the earlier of September 30, 2013 and the completion of the Jones Project (as further detailed in Section 4 hereof); and

WHEREAS, the Board is the owner of the real property legally described and depicted on Exhibit 4A and Exhibit 4B to this ordinance, respectively (the "Former Washburne Property"), consisting of approximately 10.8 acres of land and certain improvements that the Board previously operated as Washburne Trade School (provided, however, that the legal description and depiction of the Former Washburne Property set forth in Exhibits 4A and 4B hereto, respectively, shall both be subject to such changes as the Commissioner may deem necessary); and

WHEREAS, the Board has no present school use for the Former Washburne Property; and

WHEREAS, the City Council hereby finds that it is necessary or convenient for it to use, occupy or improve the Former Washburne Property for the public purpose of eliminating slum and blighting conditions on the Former Washburne Property; and

WHEREAS, pursuant to its power and authority under the School Code and pursuant to the LGPTA, the Board, at its meeting of January 25, 2012, pursuant to the January 25, 2012 Report has approved the conveyance of the Former Washburne Property to the City for such public purposes; and

WHEREAS, after the date of the introduction of this ordinance, and prior to any lease or conveyance, as applicable, of the Read-Dunning Property, the Former Washburne Property and the Former Near North Property, the Board and City shall seek Chicago Plan Commission and Community Development Commission approvals for the dispositions and changes in land use described above; and

WHEREAS, the City Council finds that the transactions described above, all of which are interrelated and will implement a coordinated and comprehensive planning effort on the part of the Board and the City, shall serve important public uses and purposes, including, without limitation, providing a site for a future school and related public purposes on the Read-Dunning Property, the construction of mixed income (including public) housing and the elimination of blighting conditions on the Former Near North Property, the redevelopment of the Former Washburne Property and the elimination of slum and blighting conditions thereon, and the provision of the Jones City Funds for the Jones Project; and

WHEREAS, the City Council finds that adequate consideration has been, or will be received, for the Jones City Funds, and the land to be leased or conveyed, as applicable, by the City, pursuant to this ordinance, by virtue of the City's prior receipt of its ninety-nine (99) year leasehold interest under the Byrd Lease, and its acquisition of title to the Former Washburne Property and the Former Near North Property; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the TIF Act approved by the City, consist of the cost of the Board's capital improvements for the Jones Facility that are necessary and directly result from the redevelopment project constituting the Jones Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the TIF Act.

SECTION 3. The Commissioner is authorized to execute the Jones Agreement and such other documents as are necessary in connection therewith. The Jones Agreement shall contain such other terms as are necessary or appropriate.

SECTION 4. The City's acquisition of the Former Near North Property from the Board is hereby approved. Upon acquisition of the Former Near North Property, the City shall not convey or otherwise dispose of such property for any use, except in accordance with the terms of the Cabrini-Green Consent Decree. Subject to the City's obligations under the Cabrini-Green Consent Decree, after the Board's conveyance of the Former Near North Property the Commissioner shall have the right to enter into leases and rights of entry granting the Board the right to make use of the facilities (including, without limitation, indoor and outdoor athletic facilities) located at the Former Near North Property until such facilities are permanently decommissioned or demolished and the Former Near North Property is utilized for the purposes required under the Cabrini Green Consent Decree. The Board shall maintain the Former Near North Property and such facilities during the term of the leases or rights of entry, which term shall continue through the earlier of September 30, 2013 and the completion of the Jones Project, unless otherwise extended by the Commissioner, with the consent of the Commissioner of the Department of Facilities and Fleet Management.

SECTION 5. The City's acquisition of the Former Washburne Property from the Board is hereby approved.

SECTION 6. The City's lease of the Read-Dunning Property to the Board for a term of 99 years with an option to purchase for \$1 is hereby approved. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a lease for the Read-Dunning Property with the Board in substantially the form attached hereto as Exhibit 5. If the Board exercises the option to purchase the Read-Dunning Property for \$1 then the Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Read-Dunning Property to the Board. Such deed shall include a restriction requiring that such property be solely used for a public purpose as required under Public Act 095-0604 pursuant to which the State of Illinois conveyed the Read-Dunning Property and certain other real property to the City (unless Public Act 095-0604 is amended to the contrary or repealed subsequent to the passage and approval of this ordinance and prior to such conveyance).

SECTION 7. The consideration for the City's acquisition of the Former Near North Property and the Former Washburne Property shall be the Jones City Funds and the City's lease of the Read-Dunning Property. Such mutual conveyances and lease shall close simultaneously, unless the Commissioner and the Board's authorized representative agree to non-simultaneous closings. Notwithstanding any of the foregoing, and subject to the Board's use rights under Section 4 above, the Board shall transfer the Former Near North Property to the City not later than 60 days after the City's request therefor.

SECTION 8. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this

ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 9. This ordinance takes effect upon passage and approval.

EXHIBIT 1
JONES AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO,
BY AND THROUGH ITS DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT,
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL**

This Intergovernmental Agreement regarding the William Jones College Preparatory High School (this "Agreement") is made and entered into as of the _____ day of _____, 2012 (the "Agreement Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; by and through its Department of Housing and Economic Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Board operates a high school known as The William Jones College Preparatory High School (also known as Jones College Prep or "Jones") (the "Existing Facility") on the real property generally located at 600-640 South State Street and 601-619 South Plymouth Court, Chicago, Illinois (the "Existing Property"); and

WHEREAS, the Commission owns in trust for and leases to the Board the Existing Property; and

WHEREAS, the Existing Facility is characterized by an out-dated design and an inability to accommodate contemporary high school learning and lacks athletic facilities; and

WHEREAS, the Board desires to construct new buildings and related improvements to house and serve the high school (the "School"); and

WHEREAS, the Board acquired the real property at 642-738 South State Street, Chicago, Illinois (the "New Property") for the construction of a new modern school (the Existing Property and the New Property shall be referred to herein as the "Property"); and

WHEREAS, the Board has requested the Commission to construct a new facility, including athletic facilities, on the New Property acquired by the Board (the "New Facility") (the construction of the New Facility on the New Property shall be referred to herein as the "Project"); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on August 3, 1994 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 54876 to 54950): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and

Plan for the Near South Redevelopment Project Area" (as amended pursuant to ordinances adopted by the City Council on May 12, 1999 and published in the Journal for such date at pages 1002 to 1012, March 28, 2001 and published in the Journal for such date at pages 55308 to 55313, and April 13, 2011 and published in the Journal for such date at pages 114565 to 114621); "An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Tax Increment Financing District" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114622 to 114632); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Near South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114633 to 114641) (the aforesaid Ordinances are collectively referred to herein as the "Near South TIF Ordinances"; the Redevelopment Plan approved by the Near South TIF Ordinances is referred to herein as the "Near South Redevelopment Plan" and the redevelopment project area created by the Near South TIF Ordinances, as amended, is referred to herein as the "Near South Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Near South Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near South Redevelopment Area shall be known as the "Near South Increment"); and

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, the Near South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Near South Redevelopment Area; and

WHEREAS, the City desires to allocate and use a portion of the Near South Increment in an amount not to exceed \$114,641,656 (the "City Funds") for the Project; and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 hereof) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Near South Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the New Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act; and

WHEREAS, the parties hereto anticipate that the future use of the Existing Property, including but not limited to the potential funding therefor, shall be addressed in an amendment hereto or a separate agreement at a later time, subject to due authorization.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: THE PROJECT

1. The plans and specifications for the Project shall: (a) at a minimum meet the general requirements for the New Facility as set forth in Exhibit B hereof, (b) be provided to the City by the Board, and (c) approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor (including the Commission) to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

ARTICLE THREE: FUNDING

1. (a) On a quarterly basis (or as otherwise agreed to by the Department), the Board shall provide the Department with a Requisition Form, in the form of Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit G hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has paid; and (iii) all other documentation described in Exhibit E. The City shall review and, in the City's discretion, approve each Requisition Form and make the applicable requested and approved disbursement of City Funds, subject to the availability thereof. The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use. The parties currently anticipate that Requisition Forms will be submitted and disbursements of City Funds will be made in the estimated amounts and at the estimated times set forth in Exhibit I hereto.

(b) Delivery by the Board to the Department of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds disbursed in the previously made Disbursement (if any) represents the actual amount paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any approval of a Requisition Form by the City shall be subject to the

City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(c) [intentionally omitted]

(d) [intentionally omitted]

(e) (i) The Board's right to receive payments hereunder shall be subordinate to all prior obligations of the City to be paid from Near South Increment, including but not limited to the City's Tax Increment Allocation Bonds (Near South Redevelopment Project) \$42,500,000 Series 1999A Bonds and \$7,500,000 Series 1999B Bonds (Taxable) and Junior Lien Tax Increment Allocation Bonds (Near South Redevelopment Project), \$39,011,761.50 Series 2001A Bonds and \$7,230,000 Series 2001B Bonds (Taxable) and that certain Blackstone Hotel Developer LLC and Urban Heritage Chicago Blackstone Hotel LLC Redevelopment Agreement dated on or about December 20, 2005 among the City, Blackstone Hotel Developer LLC and Urban Heritage Chicago Blackstone Hotel LLC and that certain Tax Increment Allocation Revenue Note (Blackstone Hotel Redevelopment Project), Taxable Series issued by the City pursuant thereto.

(ii) The City, subject to the terms of this subsection 1(e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Agreement, exclude up to 90% of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to Near South Increment.

In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the EAV thereof for the Base Year.

(f) [intentionally omitted]

(g) The availability of City Funds is subject to: (i) the City's annual retention of Near South Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the Near South Redevelopment Area; and (ii) the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(h) The Board shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ("Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with

respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Other Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The current estimate of the cost of the Project is \$119,941,656. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the New Facility with the available funds.

3. Attached as Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Near South Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to Exhibit H as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Near South Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on the Project.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. [intentionally omitted]

7. During the Term hereof the Board shall not sell, transfer, convey or otherwise dispose of all or any portion of the Property or any interest therein to a party other than the City (a "Transfer"), or otherwise effect or consent to a Transfer to a party other than the City, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the grant of the City Funds hereunder pursuant to the Act.

8. (a) If in future (including after the expiration or termination hereof) the Board transfers (or causes to be transferred) the Existing Property (or any portion thereof) to the City (or to a third party approved by the City and the Board) for public use, then the City Funds provided hereunder shall constitute consideration and/or compensation from the City to the Board for such transfer.

(b) [intentionally omitted]

(c) The City Funds provided hereunder constitutes "Funding for Jones" as such term is defined and used in that certain Ground Lease for the Byrd School Site between the Board

and the City dated as of October 20, 2010 (particularly but not limited to Preamble F, Article II and Section 3.1 thereof).

(d) The parties anticipate that, subject to all requisite procedures and approvals, the Board shall in the future (including after the expiration or termination hereof) transfer the property known as Near North Career Magnet High School located at 1450 North Larrabee Street, Chicago, Illinois ("Near North") to the City. The City Funds provided hereunder shall constitute consideration and/or compensation from the City to the Board for the transfer of Near North. The Near North property is described or otherwise depicted in Exhibit J hereto.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence as of the Agreement Date and shall expire on the date on which the Near South Redevelopment Area is no longer in effect (through and including December 31, 2014).

ARTICLE FIVE: INDEMNITY; DEFAULT

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any related agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an

Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

Notice to the City shall be addressed to:

Commissioner
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
FAX: (312) 744-2271

and

Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received

on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the Project. In particular, but not by way of limitation, this Agreement replaces that certain First Amended and Restated Intergovernmental Agreement regarding the Existing Facility between the parties dated as of July 15, 2006 (the "2006 Agreement") in its entirety. Subject to the final disbursement of funds from the City to the Board under the 2006 Agreement pursuant to the terms and conditions thereof in an amount not to exceed \$10,900,000 (the "2006 Agreement Final Disbursement," which is not included in the City Funds hereunder), the 2006 Agreement is hereby terminated. The Board waives any claims against the City under the 2006 Agreement other than with respect to the 2006 Agreement Final Disbursement. The Board's obligations under Article Five, Section 1 of the 2006 Agreement shall survive the foregoing termination thereof until the expiration of the Term hereof.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2012. Execution of this Agreement by the Board is authorized by Board Report 10-0922-RS2 as amended by (a) Board Resolution 11-0727-RS2 and (b) _____. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the Board:

_____, Chief Operating Officer
Board of Education of the City of Chicago
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Phone: 773-553-2900
Fax: 773-553-2912

For the City:

Robert McKenna, Assistant Commissioner
City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Phone: 312-744-9463
Fax: 312-744-5892

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, ILLINOIS

By: _____
Commissioner
Department of Housing
and Economic Development

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: _____
President

Attest: By: _____
Secretary

Board Report No.: 10-0922-RS2
as amended by
Board Resolution 11-0727-RS2
and _____

Approved as to legal form:

General Counsel

AGREEMENT EXHIBIT A
[intentionally omitted]

**AGREEMENT EXHIBIT B
THE PROJECT/FEATURES OF THE NEW FACILITY**

Address: New William Jones College Preparatory High School
700 S. State St.
Chicago, IL 60605

Project Description: This project is to construct a new high school for 1200 students. This facility will include below-grade parking, general classrooms, science labs, world language/computer classrooms, art and music classrooms, administration suite, nurses/student services suite, student dining area with server and full cooking kitchen, multi-purpose room, library, gymnasium, natatorium, separate auditorium, and building support spaces. The project will seek LEED for Schools Silver certification and will feature a 50% green roof.

Capacity:

Current Enrollment: 827 students
Future Enrollment: 1200 students

Jones College Prep serves students in grades 9 through 12.

AGREEMENT EXHIBITS C-D
[intentionally omitted]

AGREEMENT EXHIBIT E
REQUISITION FORM

_____ REQUISITION FORM

State of Illinois)
) SS
County of Cook)

The affiant, _____ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding the William Jones College Preparatory High School dated _____, 2012 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the Board to date:

TOTAL: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project paid for by the City to date:

\$ _____

C. The Board requests disbursement for the following cost of TIF-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above has been previously reimbursed by the City.

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit G to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement.

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

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

By: _____
Name: _____
Title: _____

Subscribed and sworn before me this ____ day of _____, _____.

My commission expires: _____

Agreed and accepted:
CITY OF CHICAGO
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Name: _____
Title: _____

AGREEMENT EXHIBIT F
[intentionally omitted]

AGREEMENT EXHIBIT G
PROJECT BUDGET
(see attached)

PUBLIC BUILDING COMMISSION OF CHICAGO

Division : Educational
 Project : Jones College Prep New School

8/12/2011

PBC Project No : 05265

Address : State & Polk
 Ward / Afd.: 2nd/ R. Fioretti

Based on Bid and Current Cost

Rev.# Date: 8/04/11
 PM:

TOTAL PBC PROJECT BUDGET

Cost Codes	GL Code	Group Headings	Revised Undertaking (Building Const.)	Comments
		Square Footage	275,879	
I		Planning		
01.01	522415	Preliminary Property Appraisals	\$0	
01.02	522210	Demolition Assessment/Planning	\$0	
01.03	513119	Environmental Assessment/Planning	\$0	
01.04	513173	Facility/Site Test Fits/Layouts	\$0	
01.05	513183	Conceptual Estimating	\$0	
01.06	513186	Other Planning Costs	\$46,650	
01.07	513163	Site Survey	\$18,350	
		Sub-Total	\$65,000	
II		Land Acquisition & Site Control		
02.01	513200	Legal Fees - Acquisition	\$158,458	
02.02	513203	Legal Fee Reimbursables	\$6,438	
02.06	522100	Land Acquisition	\$0	
02.07	522300	Relocation Costs	\$0	
02.09	524800	Abatement, Demo, Fencing, & Signage	\$25,000	
02.11	523700	Utility Relocation Fees	\$700,000	
02.12	523720	Public Right of Way Amendment	\$20,000	
02.13	522150	Other Land Acquisition Costs	\$15,000	
		Sub-Total	\$924,896	
III		Environmental and Site Preparation		
03.01	513140	Environmental Testing and Consulting	\$150,000	
03.03	513168	Geotechnical Testing	\$74,345	
03.06	523900	Environmental Remediation & Site Preparation	\$200,000	
03.07	523950	Other Environmental & Site Prep. Costs	\$45,655	
		Sub-Total	\$470,000	
IV		Design		
04.01	521105	Design Architect Fees	\$339,588	
04.02	521100	AOR Basic Fees	\$6,132,860	
04.03	521500	AOR Reimbursables	\$738,685	
04.04	521600	AOR Additional Services	\$0	
04.10	513600	Commissioning Agent	\$0	
04.11	513700	Developer Services Fees/ Part II Fee	\$3,000	
04.12	513250	Legal Fee - Zoning Board Approval, Plan Development	\$50,000	
04.13	513800	Other Design Related Costs	\$100,000	
		Sub-Total	\$7,364,233	
V		Project Implementation		
05.01	513142	Project Management Cost	\$2,229,731	
05.02	520100	Project Management Reimbursables	\$0	
05.04	518700	Pre-Bid Advertising	\$5,000	
05.05	515200	Document Reproduction	\$25,000	
05.06	518600	Community Outreach	\$50,000	
05.07	513104	Affirmative Action Consulting	\$485,882	
05.09	511300	PBC Administration	\$2,616,479	
05.10	513900	Other Project Implementation Costs	\$50,000	
		Sub-Total	\$5,462,093	
VI		Construction		
06.01	513136	Testing and Inspection	\$442,720	
06.02	514200	Insurance	\$0	
06.04	524300	General Construction	\$94,393,061	
06.05	524350	General Construction Allowances	\$800,000	
06.06	591100	General Construction Contract Contingency	\$2,000,000	
06.07	513106	IT Systems	\$0	
06.08	526000	FF&E - Furnishings	\$0	
06.09	519100	Public Artwork Program	\$0	
06.10	591000	Construction Contingency	\$2,719,653	
		Sub-Total	\$100,355,434	
		TOTAL PBC BUDGET	\$114,641,656	
IX		User Agency Controlled		
09.01		FFE	\$5,000,000	
09.02		Telecom		
09.06		Construction Phase	\$300,000	
09.08		Miscellaneous (Commissioning)	\$0	
		Sub-Total	\$5,300,000	
		TOTAL USER AGENCY BUDGET	\$5,300,000	
		TOTAL PROJECT BUDGET	\$119,941,656	

BUDGET Approvals:

PBC - Project Manager _____ Date

PBC - Director of Planning _____ Date

PBC - Director of Development _____ Date

PBC - Director of Finance _____ Date

PBC - Executive Director _____ Date

FUNDING Approvals:

Client Agency _____ Date

AGREEMENT EXHIBIT H
PROJECT TIF-FUNDED IMPROVEMENTS
(see attached)

PUBLIC BUILDING COMMISSION OF CHICAGO

Division : Educational
 Project : Jones College Prep New School

8/12/2011

PBC Project No : 05265

Address : State & Polk
 Ward / Acd.: 2nd/ R. Fioretti

Based on Bid and Current Cost

Rev.# Date: 8/04/11
 PM :

TOTAL PBC PROJECT BUDGET

Cost Codes	GL Code	Group Headings	Revised Undertaking (Building Const.)	Comments
		Square Footage	275,879	
		I		
		Planning		
01.01	522415	Preliminary Property Appraisals	\$0	
01.02	522210	Demolition Assessment/Planning	\$0	
01.03	513119	Environmental Assessment/Planning	\$0	
01.04	513173	Facility/Site Test Fits/Layouts	\$0	
01.05	513183	Conceptual Estimating	\$0	
01.06	513186	Other Planning Costs	\$46,650	
01.07	513163	Site Survey	\$18,350	
		Sub-Total	\$65,000	
		II		
		Land Acquisition & Site Control		
02.01	513200	Legal Fees - Acquisition	\$158,458	
02.02	513203	Legal Fee Reimbursables	\$6,438	
02.06	522100	Land Acquisition	\$0	
02.07	522300	Relocation Costs	\$0	
02.09	524800	Abatement, Demo, Fencing, & Signage	\$25,000	
02.11	523700	Utility Relocation Fees	\$700,000	
02.12	523720	Public Right of Way Amendment	\$20,000	
02.13	522150	Other Land Acquisition Costs	\$15,000	
		Sub-Total	\$924,896	
		III		
		Environmental and Site Preparation		
03.01	513140	Environmental Testing and Consulting	\$150,000	
03.03	513168	Geotechnical Testing	\$74,345	
03.06	523900	Environmental Remediation & Site Preparation	\$200,000	
03.07	523950	Other Environmental & Site Prep. Costs	\$45,655	
		Sub-Total	\$470,000	
		IV		
		Design		
04.01	521105	Design Architect Fees	\$339,588	
04.02	521100	AOR Basic Fees	\$6,132,960	
04.03	521500	AOR Reimbursables	\$738,685	
04.04	521600	AOR Additional Services	\$0	
04.10	513600	Commissioning Agent	\$0	
04.11	513700	Developer Services Fees/ Part II Fee	\$3,000	
04.12	513250	Legal Fee - Zoning Board Approval, Plan Development	\$50,000	
04.13	513800	Other Design Related Costs	\$100,000	
		Sub-Total	\$7,364,233	
		V		
		Project Implementation		
05.01	513142	Project Management Cost	\$2,229,731	
05.02	520100	Project Management Reimbursables	\$0	
05.04	518700	Pre-Bid Advertising	\$5,000	
05.05	515200	Document Reproduction	\$25,000	
05.06	518600	Community Outreach	\$50,000	
05.07	513104	Affirmative Action Consulting	\$485,882	
05.09	511300	PBC Administration	\$2,616,479	
05.10	513900	Other Project Implementation Costs	\$50,000	
		Sub-Total	\$5,462,093	
		VI		
		Construction		
06.01	513136	Testing and Inspection	\$442,720	
06.02	514200	Insurance	\$0	
06.04	524300	General Construction	\$94,393,061	
06.05	524350	General Construction Allowances	\$800,000	
06.08	591100	General Construction Contract Contingency	\$2,000,000	
06.07	513106	IT Systems	\$0	
06.08	526000	FF&E - Furnishings	\$0	
06.09	519100	Public Artwork Program	\$0	
06.10	591000	Construction Contingency	\$2,719,653	
		Sub-Total	\$100,355,434	
		TOTAL PBC BUDGET	\$114,641,656	

**AGREEMENT EXHIBIT I
ANTICIPATED REQUISITION AND DISBURSEMENT SCHEDULE
(see attached)**

[NOT ATTACHED FOR PURPOSES OF ORDINANCE – TO BE ATTACHED AT EXECUTION]

AGREEMENT EXHIBIT J
NEAR NORTH PROPERTY
(see attached)

[NOT ATTACHED FOR PURPOSES OF ORDINANCE – TO BE ATTACHED AT EXECUTION]

EXHIBIT 2A

READ-DUNNING PROPERTY DESCRIPTION
(subject to final title commitment and survey)

**READ-DUNNING PROPERTY TO BE LEASED BY THE CITY TO THE BOARD FOR
99 YEARS, INCLUDING AN OPTION TO PURCHASE THE PROPERTY FOR ONE
DOLLAR (\$1.00) FOR EDUCATIONAL AND RELATED PURPOSES**

(subject to final title commitment and survey)

LEGAL DESCRIPTION: THAT PART OF THE SOUTH FRACTIONAL $\frac{1}{2}$ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST IRVING PARK ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18, WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080 (THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18 HAS A BEARING OF SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 83.09 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 2437.50 FEET, AN ARC DISTANCE OF 624.09 FEET TO AN INTERSECTION WITH A LINE 733.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE: THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE SOUTH LINE OF THE PARCEL OF LAND KNOWN AS THE CEMETERY GROUNDS ON THE COUNTY FARM, 29.46 FEET TO THE EAST LINE OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID LAST DESCRIBED EAST LINE, BEING ALSO THE EAST LINE OF THE CEMETERY GROUNDS ON THE COUNTY FARM, 59.08 FEET TO AN INTERSECTION WITH A LINE 792.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 353.82 FEET; THENCE NORTH 29 DEGREES 38 MINUTES 26 SECONDS EAST, 329.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, 198.01 FEET TO AN INTERSECTION WITH A LINE 1276.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 528.84 FEET TO AN INTERSECTION WITH A LINE 181.60 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY: THENCE SOUTH O

DEGREES 00 MINUTES 20 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 470.08 FEET TO A LINE 773.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, SAID NORTH LINE OF IRVING PARK ROAD BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, 301.34 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE OF WEST IRVING PARK ROAD FROM A POINT ON SAID NORTH LINE, 690.80 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF SAID NORTH LINE OF WEST IRVING PARK ROAD WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 583.00 FEET TO AN INTERSECTION WITH A LINE 190.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE (HEREINAFTER REFERRED TO AS LINE "A"), 12.76 FEET TO A POINT 381.00 FEET, AS MEASURED ALONG SAID LINE "A", WEST OF THE INTERSECTION OF SAID LINE "A" WITH A LINE 181.60 FEET, AS MEASURED RADIALLY, WESTERLY OF AND CONCENTRIC WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST AT RIGHT ANGLES TO SAID LINE "A", 190.00 FEET TO SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID NORTH LINE OF WEST IRVING PARK ROAD, 703.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 822,409 SQUARE FEET OR 18.8799 ACRES). FROM THE FOREGOING LEGAL DESCRIPTION IS EXCEPTED THAT PORTION OF NORTH NORMANDY AVENUE THAT IS PUBLIC RIGHT-OF-WAY.

COMMON ADDRESS: 4001 North Oak Park Avenue, Chicago, Illinois

NORTHEAST CORNER OF WEST IRVING PARK ROAD AND
NORTH OAK PARK AVENUE

PIN: 13-18-409-050 (PART OF)

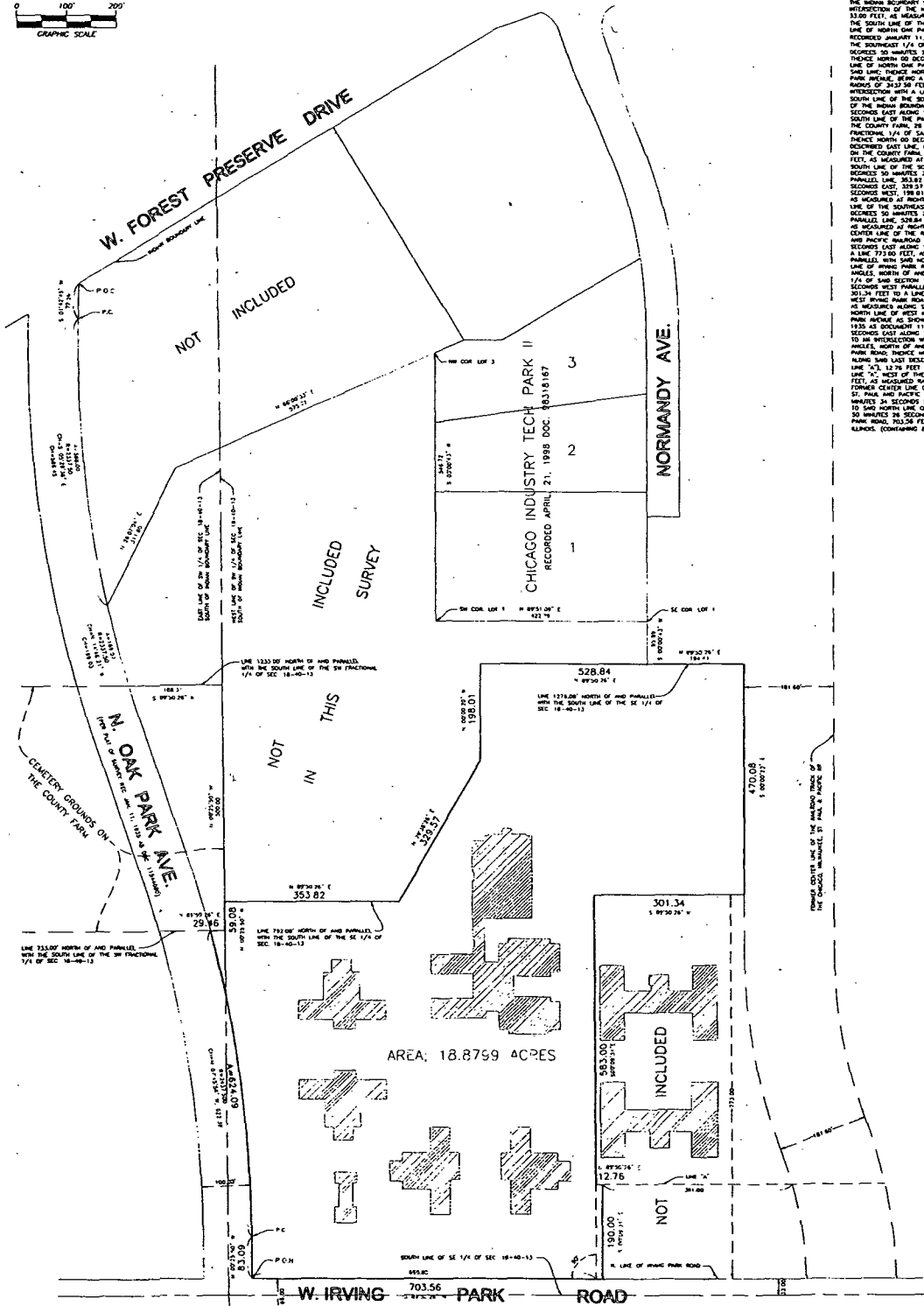
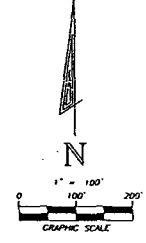
ACREAGE/SIZE: 18.879 ACRES

EXHIBIT 2B

READ-DUNNING PROPERTY DEPICTION

PLAT OF SURVEY

3f



THE PART OF THE SOUTH FRACTIONAL 1/4 OF SECTION 18 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH BOUNDARY LINE, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST IRVING PARK ROAD, BEING A LINE 1320 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18 WITH THE EAST LINE OF NORTH OAK PARK AVENUE, AS SHOWN ON THE PLAN OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 1154488 (THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18 HAD A BEARING OF SOUTH 89 DEGREES 50 MINUTES 14 SECONDS WEST FROM THE LEGAL DESCRIPTION, THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 820 FEET TO A POINT OF CURVATURE IN SAID LINE, THENCE NORTHWESTERLY ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, BEING A CURVED LINE CORNER NORTHWESTERLY, HAVING A RADIUS OF 394.50 FEET, AN ARC BEARING OF 62.69 FEET TO AN INTERSECTION WITH A LINE 7320 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18 SOUTH OF THE NORTH BOUNDARY LINE, THENCE NORTH 89 DEGREES 50 MINUTES 24 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE SOUTH LINE OF THE PARCEL OF LAND OWNED BY THE COUNTY OF COOK ON THE COUNTY FARM, 28.48 FEET TO THE EAST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18 SOUTH OF THE NORTH BOUNDARY LINE, THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID LAST DESCRIBED EAST LINE, BEING ALSO THE EAST LINE OF THE CENTER GROUNDS ON THE COUNTY FARM, 30.88 FEET TO AN INTERSECTION WITH A LINE, 742.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 304.8 FEET, THENCE NORTH 20 DEGREES 38 MINUTES 26 SECONDS WEST, 126.81 FEET, THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST, 126.81 FEET TO AN INTERSECTION WITH A LINE, 1274.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 528.84 FEET TO AN INTERSECTION WITH A LINE, 181.80 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE FORMER CENTER LINE OF THE RAILROAD TRACKS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY THREE SOUTH 80 DEGREES OF SAID SECTION 20 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 470.08 FEET TO A LINE, 7330 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, SAID NORTH LINE OF WEST IRVING PARK ROAD BEING A LINE, 1320 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, THENCE SOUTH BY DEGREES 50 MINUTES 28 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, 501.34 FEET TO A LINE SPREAD AT RIGHT ANGLES TO SAID NORTH LINE OF WEST IRVING PARK ROAD FROM A POINT ON SAID NORTH LINE, 690.00 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF SAID NORTH LINE OF WEST IRVING PARK ROAD WITH THE EAST LINE OF NORTH OAK PARK AVENUE, AS SHOWN ON THE PLAN OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 1154488; THENCE SOUTH 00 DEGREES 50 MINUTES 24 SECONDS EAST ALONG SAID LAST DESCRIBED NORTH LINE, 820 FEET TO AN INTERSECTION WITH A LINE, 126.81 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, UNDETERMINED DISTANCE TO A LINE, 1274.08 FEET TO A POINT THEREON, AS MEASURED ALONG SAID NORTH LINE, WEST OF THE INTERSECTION OF SAID LINE "X" WITH A LINE, 181.80 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF THE FORMER CENTER LINE OF THE RAILROAD TRACKS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT SAID SECTION 20 SECONDS EAST ALONG SAID NORTH LINE OF WEST IRVING PARK ROAD, 304.8 FEET TO THE POINT BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 821,409 SQUARE FEET OR 18,8759 ACRES.



EXHIBIT 3A

**FORMER NEAR NORTH PROPERTY DESCRIPTION
(subject to final title commitment and survey)**

Legal Description of Near North High School Site

(subject to final title commitment and survey)

PARCEL 1: LOTS 139, 141, 143, 144, 145 (EXCEPT PARTS TAKEN FOR STREETS), ALSO LOT 137 (EXCEPT PART TAKEN FOR STREET), ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

LOTS 3 AND 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN W. S. JOHNSON'S SUBDIVISION OF LOT 138, IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

PARCEL 3:

LOTS 5 TO 7, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN COUNTY CLERK'S DIVISION OF LOTS 140 AND 142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 4:

LOTS 1 TO 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN OWNERS RESUBDIVISION OF LOT 142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 5:

LOTS 5 TO 17, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREETS AND ALLEYS), IN HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 6:

LOTS 1 TO 9, INCLUSIVE, IN EICH'S SUBDIVISION OF LOT 147 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 7:

THAT PART OF LOTS 1 AND 2 IN W. S. JOHNSON'S SUBDIVISION OF LOT 138 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE NORTH EAST CORNER OF THE AFORESAID LOT 1, BEING THE

SOUTH WEST CORNER OF LOT 137 IN AFORESAID BUTTERFIELD'S ADDITION, THENCE WEST IN THE SOUTH LINE OF AFORESAID LOT 137 EXTENDED WEST, A DISTANCE OF 16.08 FEET TO A POINT; THENCE NORTHWESTERLY IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 1 AND 2 TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 2 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 8:

LOTS 1 TO 5 (EXCEPT PARTS TAKEN FOR STREETS) IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 9:

LOTS 1 TO 9, INCLUSIVE, AND THE EAST 10 FEET OF LOT 10 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 10:

THE SOUTH 1/2 OF VACATED WEST WEED STREET LYING EASTERLY OF NORTH OGDEN AVENUE AND WEST OF NORTH LARRABEE STREET IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 11:

LOTS 1 AND 5 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR STREETS) IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

THAT PART OF LOT 166 LYING EASTERLY OF THE EASTERLY LINE OF OGDEN AVENUE IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 13:

THAT PART OF LOTS 1 AND 2 LYING EAST OF THE EAST LINE OF OGDEN AVENUE IN BAUM'S SUBDIVISION OF THE WEST 15 FEET OF LOT 10 AND ALL OF LOT 11 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, ALSO THE SOUTH 1/2 OF THE WEST 1/2 AND THE SOUTH 22 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 167 IN SAID BUTTERFIELD'S

ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1915 AS DOCUMENT NUMBER 5691517, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 14:

ALL OF WEST SIEBENS PLACE AS OPENED BY CONDEMNATION PROCEEDING BY SUPERIOR COURT NO. 92859 DATED JULY 31, 1884 AND DESCRIBED AS FOLLOWS: THE NORTH 16 FEET OF THE SOUTH 23 FEET OF LOT 137; THE WESTERLY 10 FEET OF LOT 137 EXCEPT THE NORTH 16 FEET OF THE SOUTH 23 FEET THEREOF; THE WESTERLY 10 FEET OF LOTS 139, 141 AND 143; THE NORTHEASTERLY 10 FEET OF LOTS 140, 142 AND 144; THENCE NORTHEASTERLY 10 FEET OF THAT PART OF LOT 138 LYING NORTHERLY OF THE NORTH LINE, EXTENDED WEST, OF THE SOUTH 7 FEET OF LOT 137, ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED,

ALSO

THAT PART OF LOT 145 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED, WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCHER'S SUBDIVISION AFOREMENTIONED, PRODUCED SOUTHEASTERLY TO THE SOUTH LINE OF SAID LOT 145;

ALSO

THE NORTHEASTERLY 10 FEET OF RESERVE "B" IN HINSCHER'S SUBDIVISION AFOREMENTIONED;

ALSO

THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 10-FOOT PUBLIC ALLEY LYING BETWEEN LOTS 15 AND 16; TOGETHER WITH ALL OF THE NORTHEASTERLY-SOUTHWESTERLY 9-FOOT PUBLIC ALLEY AND 3.0 FOOT STRIP KNOWN AS RESERVE "B" (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF) LYING SOUTHEASTERLY OF LOTS 9 TO 15, BOTH INCLUSIVE; AND THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 12-FOOT PUBLIC ALLEY LYING BETWEEN LOT 9 AND LOTS 5 TO 8, BOTH INCLUSIVE, AND LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT ON

THE SOUTHWESTERLY LINE OF LOT 6, WHICH IS 39.15 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF LOT 5 TO A POINT ON THE NORTH LINE OF LOT 17 WHICH IS 10.69 FEET EAST OF THE NORTH WEST CORNER OF LOT 17, ALL IN HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 15:

THE STRIP OF LAND MARKED "3 FOOT RESERVE B" ON PLAT OF HINSCHER'S SUBDIVISION OF LOTS 146, 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED, (EXCEPT FROM SAID STRIP THE NORTHEASTERLY 10 FEET) IN COOK COUNTY, ILLINOIS.

PARCEL 16:

LOTS 11 THROUGH 17 AND THAT PART OF LOTS 9 AND 10 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 6, 7, 8, 9 AND 10 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 17:

THAT PART OF LOT 166 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 166 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18:

THAT PART OF LOT 2 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 2 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 19:

THAT PART OF LOT 1 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 1 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN CHRISTOPH F. BAUM'S SUBDIVISION OF PARTS OF LOTS 167 AND 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 20:

LOT 17 AND THAT PART OF LOTS 15 AND 16 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 13, 14, 15 AND 16 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 21:

THAT PART OF THE EAST 15 FEET OF NORTH FRONTIER STREET LYING NORTH OF THE NORTH LINE OF WEST BLACKHAWK STREET EXTENDED WEST, AND LYING SOUTH OF THE NORTH LINE OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET), EXTENDED WEST, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 22:

ALL THAT PART OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET) LYING WEST OF THE WESTERLY LINE OF NORTH OGDEN AVENUE, AS OPENED AND EAST OF THE EAST LINE OF NORTH FRONTIER STREET, EXTENDED NORTH, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1450 NORTH LARRABEE STREET, CHICAGO, IL 60610

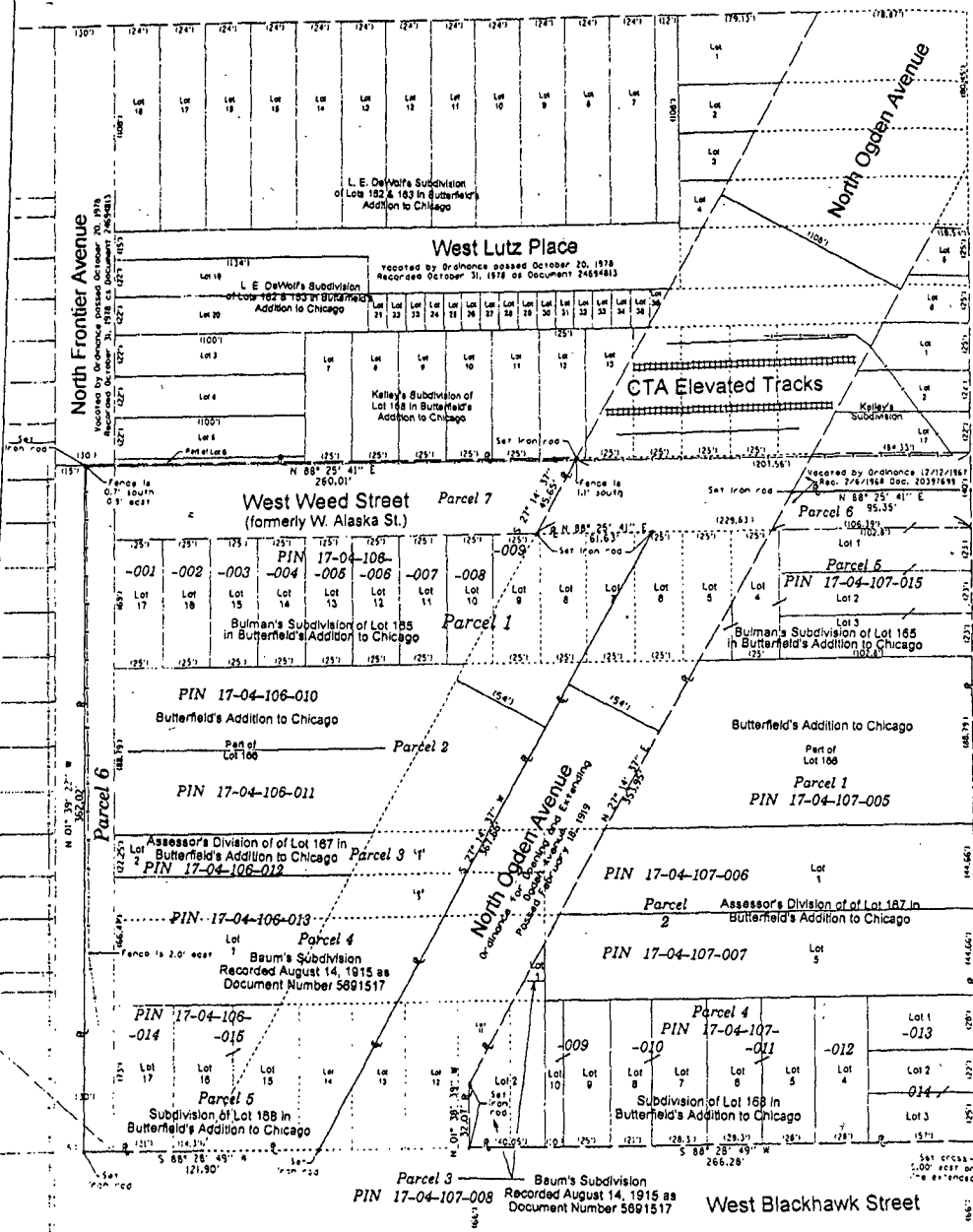
P.I.N. NOS.: 17-04-106-001 through 17-04-106-014; 17-04-107-005 through 17-04-107-015
17-04-119-001 through 17-04-119-024; 17-04-119-039; 17-04-119-041;
17-04-120-001 through 023; 17-04-120-025

ACREAGE: 9.77 ACRES

EXHIBIT 3B

FORMER NEAR NORTH PROPERTY DEPICTION

West North Avenue



Legal Description - Portion East of North Ogden Avenue

Parcel 1: That part of Lot 166 lying easterly of the easterly line of Ogden Avenue in Butterfield's Addition to Chicago in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1 and 5 (except that part of said Lots taken for streets) in Assessor's Division of Lot 167 in Butterfield's addition to Chicago in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: That part of Lots 1 and 2 lying east of the east line of Ogden Avenue in Baum's Subdivision of the west 15 feet of Lot 10 and all of Lot 11 in the Subdivision of Lot 168 in Butterfield's Addition to Chicago, also the south half of the west half of the south 22 feet of the north half of the west half of Lot 167 in said Butterfield's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof Recorded August 14, 1915 as Document Number 5891517, in Cook County, Illinois.

Parcel 4: Lots 1 to 5, inclusive, and the east 10 feet of Lot 10 in the Subdivision of Lot 168 in Butterfield's addition to Chicago in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: Lots 1 to 5 (except parts taken for streets) in Baum's Subdivision of Lot 165 in Butterfield's Addition to Chicago in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: The south half of vacated West Weed Street lying easterly of North Ogden Avenue and east of North Larabee Street in the West Half of the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Containing 64,649 square feet, more or less 11.484 acres, more or less.

Legal Description - Portion West of the centerline of North Ogden Avenue

Parcel 1: Lots 11 through 17 and that part of Lots 1 and 10 lying west of the northwesterly line of Ogden Avenue, also that part of Lots 6, 7, 8, 9 and 10 lying within the northwesterly half of Ogden Avenue, as opened in Baum's Subdivision of Lot 165 in Butterfield's Addition to Chicago, in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: That part of Lot 166 lying west of the northwesterly line of Ogden Avenue, also that part of said Lot 166 lying within the northwesterly half of Ogden Avenue, as opened, in Assessor's Division of Lot 167 in Butterfield's Addition to Chicago, in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: That part of Lot 2 lying west of the northwesterly line of Ogden Avenue, also that part of said Lot 2 lying within the northwesterly half of Ogden Avenue, as opened, in Assessor's Division of Lot 167 in Butterfield's Addition to Chicago, in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: That part of Lot 1 lying west of the northwesterly line of Ogden Avenue, also that part of said Lot 1 lying within the northwesterly half of Ogden Avenue, as opened, in Christian F. Baum's Subdivision of parts of Lots 167 and 168 in Butterfield's addition to Chicago, in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: Lot 17 and that part of Lots 15 and 16 lying west of the northwesterly line of Ogden Avenue, also that part of Lots 13, 14, 15 and 16 lying within the northwesterly half of Ogden Avenue, as opened, in the Subdivision of Lot 168 in Butterfield's Addition to Chicago, in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: That part of the east 15 feet of north frontier street lying north of the north line of West Blackhawk Street extended west, and lying south of the north line of West Weed Street (also known as Alaska Street), extended west, in the Northwest Quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7: All that part of West Weed Street (also known as Alaska Street) lying west of the westerly line of north Ogden Avenue, as opened, and east of the east line of North Frontier Street, extended north, all in Cook County, Illinois.

Containing 17,837 square feet, more or less 11.787 acres, more or less.

This Plat of Survey was prepared from field survey, public records, and utilizing the following Greater Illinois Title Company ALTA commitments: Number 4390335, effective June 10, 2008 (portion west of centerline of North Ogden Avenue) Number 4390340, effective June 25, 2008 (portion east of North Ogden Avenue)

State of Illinois) 55)
County of Cook)

This is to certify that I, William J. Fleming, an Illinois Professional Land Surveyor, have surveyed the property described above, that the plat herein is a correct representation of said survey, and that my Professional Service conforms to the current Illinois Minimum Standards of Practice applicable to Boundary Surveys.

Dated at Chicago, Illinois on this 20th day of October, 2008.

WILLIAM J. FLEMING



Other Offices Located in:
Madison, Wisconsin
Green Bay, Wisconsin
Plymouth, Arizona
Fort Worth, Texas
Orlando, Florida

PROJECT NAME:
City of Chicago
Department of Planning
and Development
Near North Parks
PINs 17-04-106-001 to 015
PINs 17-04-107-005 to 015

SHEET TITLE:
Plat of Survey

42

NO	DATE	REVISIONS
1	10/20/08	Original PINS

PROJECT NUMBER: 2008-2007-34
DATE: 10/20/2008
DRAWN BY: WJP
CHECKED BY: LAG
PROJECT MANAGER: WJP
SCALE: 1" = 30'
FILE:

SHEET NUMBER

EXHIBIT 4A

FORMER WASHBURNE PROPERTY DESCRIPTION
(subject to final title commitment and survey)

Legal Description of Washburne High School Site

(subject to final title commitment and survey)

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 528.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEET TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO A POINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTHLINE OF SAID

QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO LINE DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALES COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS: 3100 S. KEDZIE AVENUE, CHICAGO, ILLINOIS.

P.I.N. NO. 16-35-201-012-0000

EXHIBIT 4B

FORMER WASHBURNE PROPERTY DEPICTION

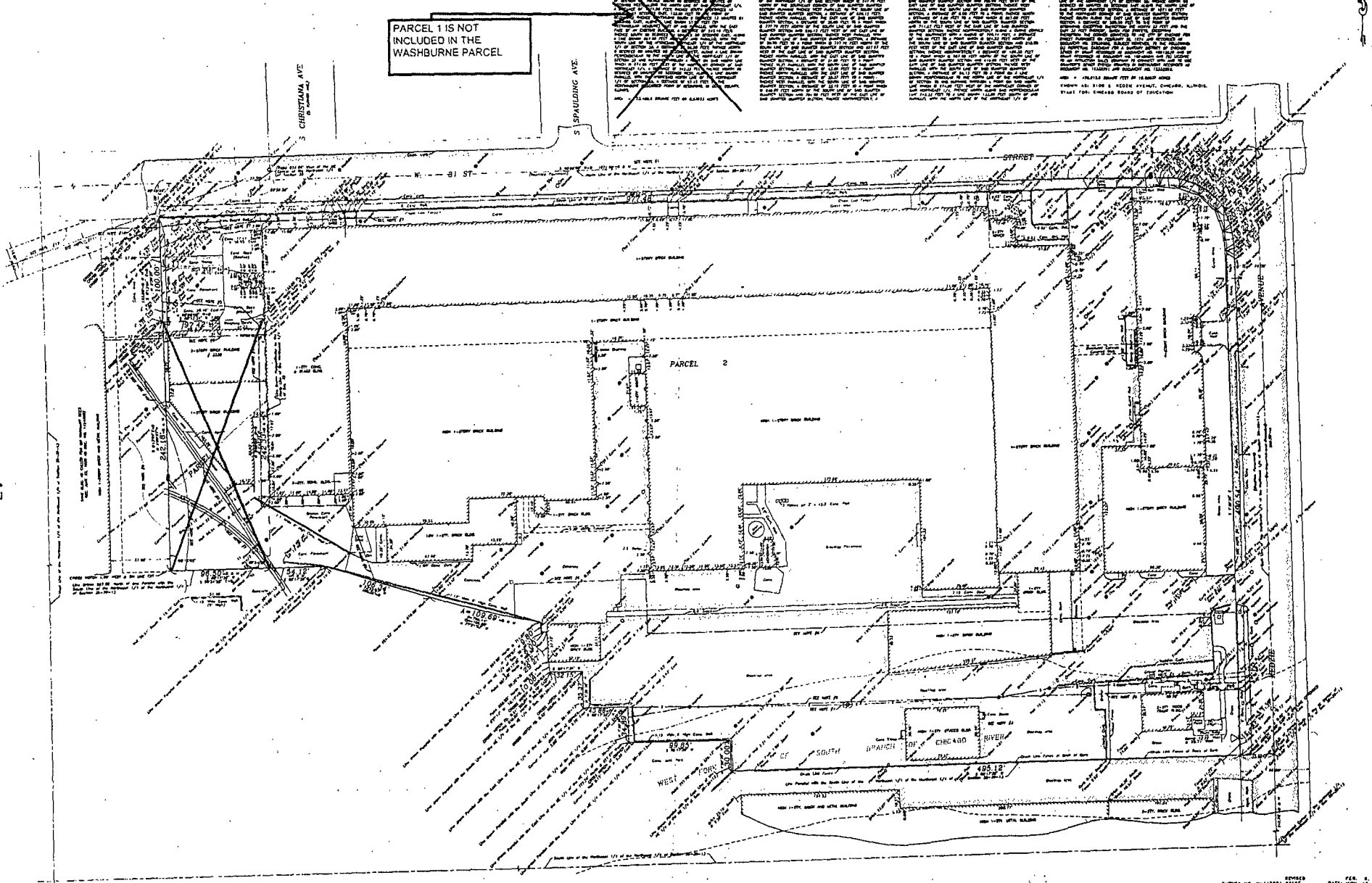
NATIONAL SURVEY SERVICE, INC. Washburne Trng School
Plat of Survey

DATE: NOV. 13, 1924
PER. A. 1924

PARCEL 1 IS NOT INCLUDED IN THE WASHBURNE PARCEL

~~The plat of the Washburne Trng School, Chicago, Illinois, is shown as a single parcel of land, situated in the City of Chicago, Illinois, and is bounded on the north by the Chicago River, on the east by the Chicago River, on the south by the Chicago River, and on the west by the Chicago River.~~

47



IMPORTANT
The plat of the Washburne Trng School, Chicago, Illinois, is shown as a single parcel of land, situated in the City of Chicago, Illinois, and is bounded on the north by the Chicago River, on the east by the Chicago River, on the south by the Chicago River, and on the west by the Chicago River.



SURVEY NO. 11-11881-3 SCALE DATE: NOV. 13, 1924
PER. A. 1924

John A. Smith, Jr.
We Sincerely Certify that the above plat was prepared and drawn by the undersigned and that the same was prepared and drawn in accordance with the provisions of the laws of the State of Illinois. NATIONAL SURVEY SERVICE, INC. 112 1/2 BROADWAY, NEW YORK, N. Y.
BY: *John A. Smith, Jr.*
CHIEF SURVEYOR

EXHIBIT 5

READ-DUNNING PROPERTY LEASE

This instrument was prepared by and after recording return to:

Steve Holler
Deputy Corporation Counsel
Department of Law
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, IL 60602
(312) 744-0200

GROUND LEASE AND OPTION TO PURCHASE

BETWEEN

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

AND

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

DATED: as of _____, 2012

READ-DUNNING PROPERTY

GROUND LEASE AND OPTION TO PURCHASE

THIS GROUND LEASE AND OPTION TO PURCHASE is dated as of _____, 2012 (the "Commencement Date"), and is between the Board of Education of the City of Chicago, a body politic and corporate, ("Tenant or Board"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government, ("Landlord" or "City"). Capitalized terms not otherwise defined herein shall have the meanings set forth in Article II.

PREAMBLE

A. Tenant 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 5/34-1 et seq. (2007).

B. Landlord, an Illinois municipal corporation and home rule unit of government, is the owner of real estate located at the northeast corner of West Irving Park Road and North Oak Park Avenue in Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property"). The Property is approximately 18.879 acres and is currently vacant. The Property is located in the Read-Dunning Redevelopment Project Area and may also be referred to in this agreement as the "Read-Dunning Property".

C. Pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., the Board, at its meeting of January 25, 2012, adopted Report 12-0125-0P1 and determined that it is necessary and/or convenient for it to lease the Read-Dunning Property described on Exhibit A from the City for 99 years with an option to purchase the Property for One Dollar (\$1.00) for public school and related uses. The Report authorizes the Board to enter into a ground Lease with an option to purchase of the Property with Landlord pursuant to the terms and conditions contained herein. Report 12-0125-0P1 dated January 25, 2012 is incorporated by reference and made a part hereof ("Board Report").

D. As set forth in the Board Report, in consideration for the Lease and the option to purchase the Read-Dunning Property for \$1.00 and City funding for the construction of the new Jones College Prep High School, the Board will transfer to the City Washburne High School and Near North High School sites (the "High School Transfers").

E. Pursuant to Resolution No. _____ - _____ approved on _____, 2012, the Chicago Plan Commission (the "Commission") approved the Board's Lease and option to purchase the Read-Dunning Property for public school and related uses and the transfer of the Washburne and Near North High School sites to the City for future development.

F. Pursuant to City Council Ordinance adopted on _____, the City approved this Lease and option to purchase the Property to the Board for \$1.00 and to provide funding for the construction of Jones College Prep in exchange for the Board's transfer of the Washburne and Near North High School sites to the City. The Washburne and Near North High School sites are legally described in Exhibit A-1 attached hereto and incorporated by this reference.

NOW THEREFORE, Landlord hereby leases the Property to Tenant and grants to Tenant an option to purchase the Property for \$1.00 and Tenant hereby accepts the Lease and option to purchase the Property from Landlord on the following terms and conditions set forth herein (the "Lease").

ARTICLE I PROPERTY, TERM AND OPTION TO PURCHASE

Section 1.1. Property; Term. In consideration of the Rent to be paid and the 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 Property, 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 December 31, 2111 (the "Expiration Date"). Tenant acknowledges that, as of the date of this Lease, title to the Property 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 Property 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.

Section 1.3. Option to Purchase: Landlord hereby grants to Tenant an exclusive option to purchase the Property throughout the Term hereof (the "Option"). The Option price shall be One and 00/100 Dollar (\$1.00). Tenant may exercise its Option upon notice to the Landlord at any time during the Term. Upon the conveyance of the Property to Tenant, the Lease shall automatically merge into the fee estate and this Lease shall be of no further force and effect. Landlord and Tenant shall execute a Memorandum of Lease and Option to Purchase, substantially in the form attached as Exhibit C to memorialize Tenant's Option. The Memorandum shall be recorded against title to the Property.

Section 1.4 Conveyance: If Tenant exercises its Option to Purchase the Property, Landlord agrees to convey or cause to be conveyed to Tenant, all of Landlord's rights, title and interests in the Property subject only to the requirement that the Property be used for a public purpose.

ARTICLE II DEFINITIONS

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

"*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, the Subtenant under any Sublease of the Property shall not be deemed an Affiliate of Tenant, so long as the Board is the Tenant.

"Board" or "Board of Education" shall mean the Board of Education of the City of Chicago, a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/34-1 et seq. (2007), any successor or successors having the rights and obligations referred to herein.

"Building" shall mean any building(s), constructed on the Property during the Term of this Lease.

"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 Property, 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 and home rule unit of local government, 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 or materials on, over, under, from or affecting the Property 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 Property 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 Property 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 Asbestos Hazard Emergency Response Act (15 U.S.C. § 2641 et seq.), the Asbestos Abatement Act (105 ILCS 105/1 et seq. (2007)), 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.), 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.

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

“*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 Property or any portion thereof.

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

“*Rent*” 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 Property (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) any 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 Property, 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 therefore; 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.

“*Landlord*” shall include the City 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 Property (which is subject to the Tenant’s Leasehold Estate), and which includes Landlord’s reversionary interest or estate in or title to the Property and any interest of Landlord in any Building(s) 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.

“*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.

“*Option to Purchase*” shall mean Tenant’s Option to Purchase the Property from Landlord for One Dollar (\$1.00) at any time during the term of this Lease.

“*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 Tenant 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.

“*Property*” shall have the meaning set forth in Preamble B and shall include: (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. The Property, legally described on Exhibit A, is located at the northeast corner of Irving Park Road and Oak Park Avenue in the Read-Dunning Development Area and commonly known as 4001 N. Oak Park Avenue, Chicago, Illinois.

“*Protected Persons*” shall mean any or all of Landlord’s or Tenant’s, as the context so requires, respective board members, officials, officers, directors, employees, advisors, attorneys, consultants and Affiliates.

“*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 Property required by any Environmental Law or by any Governmental Authority under any Environmental Law.

“*Rent*” shall mean and include all rent payable by Tenant under this Lease to Landlord.

“*Subtenant*” shall mean any Person to whom the Tenant subleases Tenant’s leasehold interest in the Property.

“*Sublease*” shall mean any sublease of all or any portion of the Property by Tenant to a Subtenant.

“*Tenant*” shall mean the Board and any assignee or transferee of the Board’s interest under this Lease permitted pursuant to Section 9.1.

“*Tenant’s Leasehold Estate*” shall mean the leasehold estate in the Property 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 PAYMENT

Section 3.1. **Rent.** The full rent (“Rent”) due and owing from Tenant to Landlord for the Term of this Lease and the Option to Purchase the Property for \$1.00 shall consist of and be satisfied by the High School Transfers.

Section 3.2. **Other Costs, Expenses and Obligations; Net Lease.** The Rent 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, expenses and leasehold taxes the performance of all obligations of every kind relating to the Property that may arise or accrue during the Term. 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 Property or any portion thereof during the Term of the Lease.

ARTICLE IV TAXES

Section 4.1. **Real Estate Taxes.**

(a) The Property is currently exempt from real estate taxes. Landlord and Tenant are governmental entities whose property, if utilized for public purpose, is exempt from real estate taxes. Landlord agrees to and will cooperate with Tenant and any Subtenant in obtaining and maintaining any such tax exempt status as long as the Property is used for tax exempt purposes. In addition, Landlord and Tenant agree to cooperate and file a tax division application to obtain a separate property identification number for the Property. The Property is currently identified by PIN: 13-18-409-050 which covers more area than the Property which is the subject of this Lease.

(b) Notwithstanding anything contained in Section 4.1(a), if the Property is subject to real estate taxes, the taxes shall be adjusted between Landlord and Tenant so that Landlord pays that portion of such taxes due for the period of time after the Expiration Date (unless Tenant has exercised its option to purchase the Property) or prior to the Commencement Date, as the case may be, and Tenant pays the remainder of such taxes attributed to the Leasehold Estate.

(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.

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.

Section 4.3. **Proof of Payment.** Each party shall deliver to the other promptly upon request, reasonable proof of the payment of taxes, (if any) that are obligated to be paid by that party 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 notice of such taxes or if Tenant is not materially damaged or prejudiced by such failure.

Section 4.5. **Contesting Taxes.**

(a) Tenant and Landlord shall have the right to contest the amount or validity of any taxes, 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) Each Party shall promptly notify the other of its intent to contest any taxes. If necessary and requested in writing to do so, the other party shall join in any proceeding, in which event it shall be reimbursed for all costs and expenses, including attorneys' fees, incurred by it in connection therewith.

ARTICLE V TITLE TO BUILDINGS; UTILITY EASEMENTS

Section 5.1. Title to Buildings and Improvements. At all times during the Term of this Lease, any Building(s) and all other Improvements, shall, whether or not affixed to the Property, be Tenant's property (or any Subtenant permitted hereunder, as to their respective interests therein 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 any Building(s) 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 Building(s) and Improvements, unless Tenant has exercised its Option to Purchase the Property for \$1.00.

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 Property for the provision of gas, electricity, telephone service, cable television, Internet access, water, sewer, and other utilities to serve the Property, 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 Property to such easements and licenses. All costs in connection with such easements and licenses requested by Tenant shall be borne by Tenant.

ARTICLE VI USE OF PROPERTY; COMPLIANCE WITH REQUIREMENTS; MAINTENANCE AND REPAIR

Section 6.1. Use of Property. At all times during the Term of this Lease, the Property shall be used by Tenant for any lawful public purpose including public school and related uses. Tenant acknowledges that it must utilize the Property for a public purpose on or before September 11, 2017 or title to the Property may revert back to the State of Illinois pursuant to Section 5 of Public Act 095-0604.

Section 6.2. Conformity with Legal and Insurance Requirements. Tenant shall keep or cause the Property 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 Property or any portion thereof. Notwithstanding the foregoing, Tenant shall have the right to contest, by appropriate legal proceedings, any Governmental

Requirement, provided that the nature of such legal proceedings is such that, during the pendency of such proceedings, the proceedings shall not operate to terminate Landlord's Estate in the Property or any portion thereof.

Section 6.3. Condition, Maintenance and Repair of Property.

(a) Tenant acknowledges that no representations, warranties, or covenants as to the condition or repair of the Property have been made by Landlord or by anyone on its behalf prior to or at the execution of this Lease. It is understood and agreed that the Property is leased and transferred by Landlord to Tenant on an "As Is" and "Where Is" condition and basis. The provisions of this Section 6.3(a) shall survive the Expiration Date.

(b) Tenant shall maintain all portions of the Property, 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, or renewing the Buildings and other Improvements, if any, prior to or during the Term of this Lease.

**ARTICLE VII
INSURANCE**

Section 7.1. Property Damage Insurance. The Tenant shall maintain such property and casualty insurance as Tenant deems necessary or appropriate with respect to the Property during the Term of the Lease.

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

(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 Property, 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; and (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); and

(b) such other liability insurance for such coverages and in such amounts as is reasonable and customary for similar projects and uses in the City of Chicago.

All of the foregoing policies of liability insurance 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 Property) which might otherwise result in a forfeiture of said insurance, and (iii) be primary 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 Property, 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.

Section 7.3. Approval and Evidence of Insurance. All insurance shall be secured from duly licensed insurers in Illinois. Upon the execution of this Lease and thereafter upon receipt of a written request from Landlord, Tenant 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 shall deliver binders or certificates evidencing such insurance and shall deliver the policies required as soon as practicable thereafter.

Section 7.4. 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 with losses payable 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 7.5. Notice of Cancellation. 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 canceled or not renewed without at least 30 days' prior written notice to Landlord, except that only thirty (10) days' notice shall be required with respect to cancellation or non-renewal due to non-payment of premiums.

Section 7.6. Adjustment of Losses. Losses under any property damage insurance policy shall be adjusted solely by Tenant.

Section 7.7. Renegotiation; Disputes. Landlord and Tenant shall negotiate in good faith from time to time what constitutes reasonable and customary coverages and coverage 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.

Section 7.8. Self-Insurance Right of Board. Notwithstanding the foregoing provisions of this Article VII, so long as the Board is the Tenant, the Board may self-insure with respect to all of the insurance coverages required under this Article VII.

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 Property, 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 Property. 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 Property 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, at all times, shall keep the Landlord's Estate free and clear of mechanics', materialmen's, 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 Property. 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 Property (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 there from. 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. Tenant shall not 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 Property or Tenant's rights under this Lease, without in each case first obtaining the prior written consent of Landlord, which consent shall not be unreasonable withheld provided the Property will be used for a public purpose.

(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 Property; (iii) the granting of security interests in personal property, trade fixtures and trade equipment; or (iv) a Sublease of the Property to any Person provided that any such subletting shall not

release the Tenant from its obligation under this Lease and the Property is used for a public purpose.

(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 Landlord by which it agrees to perform all of Tenant's rights and obligations under this Lease, other than for any then existing indemnification obligations of the Tenant under 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, 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 its obligations under 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 Tenant, 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 landlord thereunder to terminate the Sublease or to exercise any remedy provided for therein, and (y) 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 landlord 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 landlord under the Sublease (including, without limitation, the then landlord);

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

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

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

(e) If a Subtenant entitled to such recognition shall so request, Landlord shall execute and deliver an agreement, in form and substance reasonably satisfactory to Landlord, Tenant and such Subtenant, confirming that, subject to the provisions of clauses (x), and (y) of Section 9.2(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 public 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.

(b) Subtenant shall, upon execution of the Leasehold Mortgage, provide to Landlord: (i) a copy of such Leasehold Mortgage, certified by the 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 the 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 Landlord shall otherwise expressly consent in writing, the fee title to the Land and the Leasehold Estate shall not merge nor shall the Leasehold Estate and any subleasehold estate created by Sublease merge, but shall remain separate and distinct, notwithstanding the acquisition of said fee title and Leasehold Estate or the 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) Notwithstanding any provisions in this Lease to the contrary including Sections 8.3, 9.1(c), 13.1 or 16.3, Landlord agrees (without waiving any rights that Landlord may have against any former tenant) that: (i) any Leasehold Mortgagee that succeeds to Subtenant's interest under the Sublease and becomes a successor Subtenant thereunder shall not be responsible for any then pre-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 or for terminating this Lease.

(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 at the same time as and whenever any such notice of default shall thereafter be given by Landlord to Tenant. 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 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 with the same force and effect as though performed by Tenant, so long as such performance is made in accordance with the terms and provisions of this Lease.

(i) No default by Tenant 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 prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity, or (ii) if possession of the Property 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 prosecutes 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 leasehold estate created hereby or takes possession and control of the Property.

Section 9.3. No 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 Property shall be taken 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, at Tenant's option, this Lease and the Term shall terminate and expire on the

date of such taking and the Rent payable by Tenant hereunder shall abate as of the date of such taking. 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.

(b) If the whole or any Significant Portion of the Property 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 to release any Leasehold Mortgage against the Property taken and, Tenant shall receive the remaining 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.

(c) 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 Property 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 Property 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 Property shall be deemed to mean such portion of the Property as, when so taken, does not, in Tenant's sole determination, accommodate Tenant's programs or needs.

(f) Landlord shall provide Tenant with any notice of any condemnation action or threat thereof to Tenant within three (3) days from its receipt of such notice. In the event Tenant elects to exercise its Option and takes title to the Property, the Lease shall terminate and the entire proceeds from the award shall be payable to Tenant.

Section 10.2. Restoration or Demolition. If Tenant elects not to exercise the option to cancel this Lease pursuant to Section 10.1(a) above, or if less than a Significant Portion of the Property is so taken, the award or awards for such taking, shall be paid to Tenant to restore or demolish any of the Improvements upon the Property as Tenant deems appropriate. Any balance of the award after completion of the Restoration or demolition shall be paid to Tenant. 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 Property but creating a right to compensation therefore, including, without limitation, the changing of the grade of any street upon which the Property

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 Tenant.

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 notice and consent of the other.

ARTICLE XI DAMAGE TO PROPERTY

Section 11.1. **No Obligation to Restore.** Except as otherwise provided in Article XVIII, if all or any portion of the Property shall be damaged or destroyed by a Casualty, Tenant has no obligation to restore the Property to its previous condition; provided, however, that if Tenant elects not to restore the Property, 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. Tenant shall be entitled to receive all insurance proceeds from a casualty and to settle any insurance claims related thereto.

ARTICLE XII CHANGES AND ALTERATIONS

Section 12.1. **Conditions Governing Changes and Alterations.** Tenant shall have the right, in its sole cost and expenses and discretion, to make or perform such replacements, renewals, additions, betterments, changes and alterations (including constructing a new building), 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 Property.** Any Changes and Alterations that are made shall immediately become a part of the Property, and shall remain the property of Tenant during the Term of this Lease and shall transfer to Landlord at the end of the Lease, unless Tenant exercises its Option to Purchase the Premise before the end of the Term.

ARTICLE XIII INDEMNIFICATION BY TENANT

Section 13.1. **Indemnification by Tenant.** Without waiving its defenses and governmental immunities under the Local Governmental and Governmental Employer Tort Immunity Act, 745 ILCS Section 10/1 et. seq. and the Illinois School Code and except to the extent caused by the negligence or willful misconduct of the Protected Person, Tenant shall protect, indemnify, save harmless and defend Landlord and its (and their) respective Protected Persons from and against any and all Claims arising from or in any way related to: (i) Tenants conduct, management, occupancy or work done in and on the Property; (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 caused by Tenant to any Person occurring during the Term of this Lease, in or on the Property, or any part thereof; or (v) any Environmental Event or any personal injury (including wrongful death) or Property damage (real or personal) arising out of or relating to any Environmental Event and Tenant's failure to comply with any applicable Environmental Law. Landlord agrees (without waiving any rights that Landlord may have against any former Tenant) that any Leasehold Mortgagee (or any purchaser or transferee at foreclosure of a Leasehold Mortgage) that succeeds to the Leasehold Estate and becomes a successor tenant hereunder shall not be responsible for any then existing indemnification obligations of the former tenant.

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 Tenant's own choosing reasonably satisfactory to each Protected Person giving the Claim Notice ("Indemnitee"). Indemnitor shall keep each Indemnitee informed of all significant developments and upon request shall provide each Indemnitee or 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.

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, after giving 30 days written notice and demand, by certified or registered mail return receipt requested, to Indemnitor of such action, may undertake the defense of the Claim or Potential Claim and, may compromise or settle the Claim or Potential Claim, after 30 days written notice and demand, by certified or registered mail return receipt requested, to the Indemnitor.

Section 13.5. Survival of Indemnities. The provisions of this Article XIII shall survive the expiration or earlier termination of this Lease.

ARTICLE XIV
INSPECTION AND EXHIBITION OF PROPERTY 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 Property 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. Tenant Default. Tenant shall be in default under this Lease if:

(a) Tenant fails to pay, when due, any installment of 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 Article VII if required; or (ii) fails to provide Landlord with evidence of such insurance or the payment of the premium therefore in accordance with Section 7.3 if required; 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 to cure said default within said 60-day period and thereafter diligently pursues such cure, such failure shall not constitute an Event of Default hereunder, but only if Tenant cures said default within one hundred eighty (180) days after Landlord's written notice to Tenant.

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 thirty (30) calendar days' prior notice to Tenant, cure any such Event of Default. All amounts expended by Landlord in connection therewith, shall be due from Tenant upon 30 days written demand.

(b) If an Event of Default under Section 15.1(b) shall occur, Landlord may (but shall not be obligated to) procure such insurance, at Tenant's expense if required under this Lease. Any cost incurred or paid by Landlord in connection therewith, shall be due from Tenant upon 30 days written demand.

(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 shall such rights and remedies include the termination of this Lease, or its Option to Purchase the Property, or termination of Tenant's right of possession of the Property and Landlord hereby expressly and

irrevocably waives any rights and remedies under the Illinois Forcible Entry and Detainer Act (735 ILCS 5/9/101, et seq.), as may be amended, or any successor statute.

Section 15.3. Landlord's Default and Tenant's Remedies.

(a) Landlord shall be in default under the terms of this Lease if it fails to perform or observe the obligations, terms or provisions of this Lease and such failure continues for sixty (60) days after written notice from Tenant to Landlord specifying such Event of Default; provided, however, that if Landlord in good faith commences to cure said default within said sixty (60) day period and thereafter diligently pursues such cure, such failure shall not constitute Event of Default hereunder.

(b) **Tenants Remedies.**

(i) If Landlord shall be in default after the expiration of any applicable notice and cure period, and so as long as such Event of Default is continuing, Tenant may, but shall have no obligation to, cure any such Default. All amounts expended by Tenant in connection therewith shall be due from Landlord to Tenant upon demand.

(ii) If any Event of Default shall occur, Tenant may pursue any or all of its rights and remedies provided in this Lease or available to Tenant at law or in equity including damages, injunctive relief and specific performance.

Section 15.4. Rights Cumulative. The exercise by Landlord or Tenant of any right or remedy provided for herein shall not preclude the simultaneous or successive exercise of any other right or remedy provided for herein.

**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 Tenant's use and operation of the Property. Tenant shall not permit the Property, or any portion thereof, to contain, be used to store or otherwise used to generate, treat or handle in any manner Hazardous Substances, except for the 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 United States or Illinois Environmental Protection Acts, 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 Acts. 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. Landlord agrees (without waiving any rights that Landlord may have against any former Tenant) that any Leasehold Mortgagee (or any purchaser or transferee at foreclosure of a Leasehold Mortgage) that succeeds to the Leasehold Estate and becomes a successor tenant

hereunder shall not be responsible for any then existing indemnification obligations of the former tenant.

Section 16.2. Environmental Tests. Prior to the execution of this Lease, Landlord shall provide Tenant with a Right of Entry to enter upon and to perform such environmental, geotechnical, physical and/or engineering surveys, tests or studies that Tenant deems appropriate or required to confirm the Property is appropriate for Tenant's use and occupancy. On the Expiration Date or upon Landlord's written demand at any time during the Term of this Lease, Tenant and any Subtenant shall furnish Landlord a copy of any environmental assessments previously performed for the Property, or any portion thereof, provided to or obtained from any Leasehold Mortgagee, Governmental Authority or third party.

Tenant accepts the risk that any inspection may not disclose all material matters affecting the Property. Tenant acknowledges that it will rely 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 Property in a condition suitable for its intended use. Tenant's taking possession of the Property shall be conclusive evidence that the Property was suitable for Tenant's intended purposes as of the date thereof and unless otherwise stipulated Tenant has occupied the Property in its "As Is" and "Where Is" condition.

Section 16.3. Tenant's Remediation Obligations.

(a) If any environmental assessment of the Property or any portion thereof, conducted by or on behalf of Tenant, 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.

(c) 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 Property, or would endanger human health or the environment; or (ii) subject Landlord to any fine or penalty or to prosecution for a crime.

(d) Tenant's failure to perform any Remediation required of Tenant pursuant to Sections 16.3(a) or 16.3(b) shall entitle Landlord, after expiration of the applicable notice and cure period referred to in Section 15.1(c), or such other time period as Tenant and Landlord shall agree in writing is reasonable under the circumstances, to cause such Remediation to be conducted, and Tenant, immediately upon demand by Landlord, shall pay to Landlord all reasonable costs and expenses paid or incurred by Landlord as a result thereof unless the Remediation is due to or a result of any intentional or unintentional act or omission of Landlord or any person acting by, through or under Landlord.

Section 16.4. Landlord's Remediation Obligations. Landlord shall have no obligation to perform or pay the cost of any Remediation concerning the Property 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.

Section 16.5. Insurance Requirements. Landlord and Tenant shall require all consultants and any contractors engaged in performing any testing and/or 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 coverage, Contractor's Pollution Liability Insurance in an amount deemed acceptable to Landlord and Tenant, including complete operations, contractual liability, defense, excavation, environmental clean-up and remediation and disposal. The contractors and consultants 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 there from, 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 PROPERTY

Unless Tenant has exercised its Option to Purchase the Property, Tenant shall surrender the Property 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 Property with any then-existing Buildings and Improvements, if any, on such Expiration Date. Tenant makes no warranties regarding the order, condition, repair, value of the Buildings and/or Improvements, except that the Building and Improvements will not be in a hazardous or unsafe condition at the time the Property is surrendered to the Landlord.

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 to transfer title to the Property to Tenant; 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 Property to which Landlord is a party or by which it is bound.

Section 19.2. **Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the Rent and all other charges required to be paid by Tenant hereunder and 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 Property 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. The City is the current Owner and Landlord of the Property and may not transfer nor assign its interest in the Property or Lease without the Board's consent which shall not be unreasonable withheld. 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 officials, officers, directors, or its employees, 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 officers, directors, employees or officials.

Section 20.2. **Tenant.** Tenant, but not any Board member, employee, trustee, officer, official 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. With respect to Tenant, Landlord's exclusive rights and remedies hereunder shall be limited to: (A) such party's interest in this Lease and the Improvements; and (B) any net income or funds derived from the ownership, operation, leasing, sale or other disposition of the Property or any portion thereof. No deficiency judgment or liability shall be sought or obtained against Tenant, or any Board members, trustees, employees, officers, directors, or officials, members or owners of Tenant (collectively, "Exculpated Parties") for any amount or obligation 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 Leasehold Estate and becomes a successor Tenant hereunder shall be responsible for any actions of the former Tenant referred to in the preceding sentence, 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.

Section 20.3. Leasehold Mortgagees. A Leasehold Mortgage shall not operate to assign or transfer, other than as collateral security, the Tenant's Leasehold Estate to the Leasehold Mortgagee, nor shall any Leasehold Mortgagee, as such, be deemed an assignee or transferee of the Tenant's Leasehold Estate so as to require the Leasehold Mortgagee, as such, to assume the performance of any obligation of Tenant hereunder. In addition, the consent of Landlord shall not be required for any sale of the Tenant's Leasehold Estate in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of the Tenant's Leasehold Estate in lieu of the foreclosure of any such Leasehold Mortgage. However, any purchaser at a foreclosure sale and assignee or transferee in lieu of the foreclosure of a Leasehold Mortgage shall have all of the rights and obligations of Tenant for so long as such purchaser, assignee or transferee remains the owner of the Tenant's Leasehold Estate and uses the Property for a public purpose; provided that no purchaser at foreclosure shall be responsible for any indemnification obligations of Tenant arising prior to such foreclosure. Until any Leasehold Mortgagee becomes the owner of Tenant's Leasehold Estate, no Leasehold Mortgagee shall be responsible or liable for any destruction, damage or injury to any property or to any person or persons at any time on the Property.

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 delivered at the address set forth below for such addressee by hand delivery, or (ii) one day after deposit with a reputable overnight courier service providing delivery receipts, delivery charges prepaid, (iii) three days after deposit thereof in any main or branch United States post office certified or registered mail, postage prepaid, return receipt requested, or (iv) when delivered by facsimile with a copy thereof deposited in the regular United States mail, in each case, properly addressed to the parties, respectively, as follows:

For notices and communications to Tenant:

Board of Education of the City of Chicago
125 S. Clark Street
Chicago, Illinois 60603
Attention: Chief Operating Officer
Fax: (773) 553-4305

and to:

Board of Education of the City of Chicago
125 S. Clark Street
Chicago, Illinois 60603
Attention: General Counsel
Fax: (773) 553-1752

For notices and communications to Landlord:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 N. LaSalle Street, Room 300
Chicago, Illinois 60602
Fax: 312-744-2773

with a copy to: City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Corporation Counsel
Fax: 312-742-0277

Notice to be given pursuant to Section 13.4 of this Lease must be given by registered or certified mail return receipt requested. The date of notice shall be the date written on the return receipt, unless the notice is refused, then the date of notice shall be the date of such refusal.

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.

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. 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 or to seek a decree compelling performance of any of the same, including specific performance.

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. 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 Property 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, deliver and record this Lease and Option to Purchase and the Memorandum thereof to be recorded in the Office of the Recorder of Cook County, Illinois.

Section 22.14. **Landlord and Tenant 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, 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, maintaining the Property's tax exempt status 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. **Inspector General.** Each party to this Lease 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 investigation.

Section 22.17. **Conflicts.** This Lease 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.

Section 22.18. **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 hereof.

Section 22.19. **Ethics.** The Board's Ethics Code adopted May 25, 2011 (11-0525-P02), as amended from time to time, shall be incorporated into and made a part hereof.

Section 20.20. **Liability.** Any expenditure of the Board beyond the current fiscal year is deemed a contingent liability subject to appropriation in the subsequent fiscal year budget(s).

IN WITNESS WHEREOF, the parties hereto have executed this Lease by Landlord and Tenant as of the date and year first set forth above.

TENANT:

LANDLORD:

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

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

By: _____

By: _____

Rahm Emanuel,
Mayor

Title: President

Date:

ATTEST:

Attest:

Susana A. Mendoza,
City Clerk

By: _____

Estela Beltran

Title: Secretary

Approved as to form and legality:

Date:

Approved as to form and legality:

Steven J. Holler

General Counsel for Tenant

Title: Deputy Corporation Counsel

Authorization:

Date:

Board Report No: 12-0125-OP1

Approved by Ordinance passed by City Council on _____,
City Council Journal Pages _____

Dated: January 25, 2012

TENANT'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that _____, is known to me to be the President of the Board of Trustees of the Board of Education of the City of Chicago ("Board"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the President of the Board of Trustees he signed and delivered the said instrument pursuant to authority given by the Board of Trustees, and as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary's Seal this _____ day of _____, 2012.

My commission expires: _____.

Notary Public

LANDLORD'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen R. Patton, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Rahm Emanuel, Mayor, and Susana A. Mendoza, City Clerk of the City, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Corporation Counsel and said City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and Notary's Seal this _____ day of _____, 2012.

My commission expires: _____.

Notary Public

EXHIBIT A

READ-DUNNING PROPERTY TO BE LEASED BY THE CITY TO THE BOARD FOR 99 YEARS, INCLUDING AN OPTION TO PURCHASE THE PROPERTY FOR ONE DOLLAR (\$1.00) FOR EDUCATIONAL AND RELATED PURPOSES

(subject to final title commitment and survey)

LEGAL DESCRIPTION: THAT PART OF THE SOUTH FRACTIONAL $\frac{1}{2}$ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST IRVING PARK ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18, WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080 (THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18 HAS A BEARING OF SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 83.09 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 2437.50 FEET, AN ARC DISTANCE OF 624.09 FEET TO AN INTERSECTION WITH A LINE 733.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE: THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE SOUTH LINE OF THE PARCEL OF LAND KNOWN AS THE CEMETERY GROUNDS ON THE COUNTY FARM, 29.46 FEET TO THE EAST LINE OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID LAST DESCRIBED EAST LINE, BEING ALSO THE EAST LINE OF THE CEMETERY GROUNDS ON THE COUNTY FARM, 59.08 FEET TO AN INTERSECTION WITH A LINE 792.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 353.82 FEET; THENCE NORTH 29 DEGREES 38 MINUTES 26 SECONDS EAST, 329.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, 198.01 FEET TO AN INTERSECTION WITH A LINE 1276.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 528.84 FEET TO AN INTERSECTION WITH A LINE 181.60 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY: THENCE SOUTH O

DEGREES 00 MINUTES 20 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 470.08 FEET TO A LINE 773.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, SAID NORTH LINE OF IRVING PARK ROAD BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD, 301.34 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE OF WEST IRVING PARK ROAD FROM A POINT ON SAID NORTH LINE, 690.80 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE INTERSECTION OF SAID NORTH LINE OF WEST IRVING PARK ROAD WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 583.00 FEET TO AN INTERSECTION WITH A LINE 190.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE (HEREINAFTER REFERRED TO AS LINE "A"), 12.76 FEET TO A POINT 381.00 FEET, AS MEASURED ALONG SAID LINE "A", WEST OF THE INTERSECTION OF SAID LINE "A" WITH A LINE 181.60 FEET, AS MEASURED RADially, WESTERLY OF AND CONCENTRIC WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE. ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST AT RIGHT ANGLES TO SAID LINE "A", 190.00 FEET TO SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID NORTH LINE OF WEST IRVING PARK ROAD, 703.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 822,409 SQUARE FEET OR 18.8799 ACRES). FROM THE FOREGOING LEGAL DESCRIPTION IS EXCEPTED THAT PORTION OF NORTH NORMANDY AVENUE THAT IS PUBLIC RIGHT-OF-WAY.

COMMON ADDRESS: 4001 North Oak Park Avenue, Chicago, Illinois

NORTHEAST CORNER OF WEST IRVING PARK ROAD AND
NORTH OAK PARK AVENUE

PIN: 13-18-409-050 (PART OF)

ACREAGE/SIZE: 18.879 ACRES

EXHIBIT A-1

**LEGAL DESCRIPTION OF WASHBURNE AND
NEAR NORTH HIGH SCHOOL SITES**

[Attached]

Legal Description of Washburne High School Site

(subject to final title commitment and survey)

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 528.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEET TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO A POINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTHLINE OF SAID

QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO LINE DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALES COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS: 3100 S. KEDZIE AVENUE, CHICAGO, ILLINOIS.

P.I.N. NO. 16-35-201-012-0000

Legal Description of Near North High School Site

(subject to final title commitment and survey)

PARCEL 1: LOTS 139, 141, 143, 144, 145 (EXCEPT PARTS TAKEN FOR STREETS), ALSO LOT 137 (EXCEPT PART TAKEN FOR STREET), ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

LOTS 3 AND 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN W. S. JOHNSON'S SUBDIVISION OF LOT 138, IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

PARCEL 3:

LOTS 5 TO 7, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN COUNTY CLERK'S DIVISION OF LOTS 140 AND 142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 4:

LOTS 1 TO 4, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREET), IN OWNERS RESUBDIVISION OF LOT 142 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 5:

LOTS 5 TO 17, INCLUSIVE, (EXCEPT PARTS TAKEN FOR STREETS AND ALLEYS), IN HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 6:

LOTS 1 TO 9, INCLUSIVE, IN EICH'S SUBDIVISION OF LOT 147 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 7:

THAT PART OF LOTS 1 AND 2 IN W. S. JOHNSON'S SUBDIVISION OF LOT 138 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE NORTH EAST CORNER OF THE AFORESAID LOT 1, BEING THE

SOUTH WEST CORNER OF LOT 137 IN AFORESAID BUTTERFIELD'S ADDITION, THENCE WEST IN THE SOUTH LINE OF AFORESAID LOT 137 EXTENDED WEST, A DISTANCE OF 16.08 FEET TO A POINT; THENCE NORTHWESTERLY IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 1 AND 2 TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 2 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 8:

LOTS 1 TO 5 (EXCEPT PARTS TAKEN FOR STREETS) IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 9:

LOTS 1 TO 9, INCLUSIVE, AND THE EAST 10 FEET OF LOT 10 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 10:

THE SOUTH 1/2 OF VACATED WEST WEED STREET LYING EASTERLY OF NORTH OGDEN AVENUE AND WEST OF NORTH LARRABEE STREET IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 11:

LOTS 1 AND 5 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR STREETS) IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

THAT PART OF LOT 166 LYING EASTERLY OF THE EASTERLY LINE OF OGDEN AVENUE IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED,

ALSO

PARCEL 13:

THAT PART OF LOTS 1 AND 2 LYING EAST OF THE EAST LINE OF OGDEN AVENUE IN BAUM'S SUBDIVISION OF THE WEST 15 FEET OF LOT 10 AND ALL OF LOT 11 IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, ALSO THE SOUTH 1/2 OF THE WEST 1/2 AND THE SOUTH 22 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 167 IN SAID BUTTERFIELD'S

ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1915 AS DOCUMENT NUMBER 5691517, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 14:

ALL OF WEST SIEBENS PLACE AS OPENED BY CONDEMNATION PROCEEDING BY SUPERIOR COURT NO. 92859 DATED JULY 31, 1884 AND DESCRIBED AS FOLLOWS: THE NORTH 16 FEET OF THE SOUTH 23 FEET OF LOT 137; THE WESTERLY 10 FEET OF LOT 137 EXCEPT THE NORTH 16 FEET OF THE SOUTH 23 FEET THEREOF; THE WESTERLY 10 FEET OF LOTS 139, 141 AND 143; THE NORTHEASTERLY 10 FEET OF LOTS 140, 142 AND 144; THENCE NORTHEASTERLY 10 FEET OF THAT PART OF LOT 138 LYING NORTHERLY OF THE NORTH LINE, EXTENDED WEST, OF THE SOUTH 7 FEET OF LOT 137, ALL IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED,

ALSO

THAT PART OF LOT 145 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED, WHICH LIES SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 10 FEET OF LOT 16 IN HINSCHER'S SUBDIVISION AFOREMENTIONED, PRODUCED SOUTHEASTERLY TO THE SOUTH LINE OF SAID LOT 145;

ALSO

THE NORTHEASTERLY 10 FEET OF RESERVE "B" IN HINSCHER'S SUBDIVISION AFOREMENTIONED;

ALSO

THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 10-FOOT PUBLIC ALLEY LYING BETWEEN LOTS 15 AND 16; TOGETHER WITH ALL OF THE NORTHEASTERLY-SOUTHWESTERLY 9-FOOT PUBLIC ALLEY AND 3.0 FOOT STRIP KNOWN AS RESERVE "B" (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF) LYING SOUTHEASTERLY OF LOTS 9 TO 15, BOTH INCLUSIVE; AND THAT PART OF THE NORTHWESTERLY-SOUTHEASTERLY 12-FOOT PUBLIC ALLEY LYING BETWEEN LOT 9 AND LOTS 5 TO 8, BOTH INCLUSIVE, AND LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT ON

THE SOUTHWESTERLY LINE OF LOT 6, WHICH IS 39.15 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF LOT 5 TO A POINT ON THE NORTH LINE OF LOT 17 WHICH IS 10.69 FEET EAST OF THE NORTH WEST CORNER OF LOT 17, ALL IN HINSCHER'S SUBDIVISION OF LOTS 146 AND 148 AND SUB-LOT 1 IN BUTTERFIELD'S ADDITION TO CHICAGO AFOREMENTIONED IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 15:

THE STRIP OF LAND MARKED "3 FOOT RESERVE B" ON PLAT OF HINSCHER'S SUBDIVISION OF LOTS 146, 148 AND SUB-LOT 1 OF LOT 149 IN BUTTERFIELD'S ADDITION TO CHICAGO, AFOREMENTIONED, (EXCEPT FROM SAID STRIP THE NORTHEASTERLY 10 FEET) IN COOK COUNTY, ILLINOIS.

PARCEL 16:

LOTS 11 THROUGH 17 AND THAT PART OF LOTS 9 AND 10 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 6, 7, 8, 9 AND 10 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED IN BULMAN'S SUBDIVISION OF LOT 165 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 17:

THAT PART OF LOT 166 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 166 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18:

THAT PART OF LOT 2 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 2 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN ASSESSOR'S DIVISION OF LOT 167 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 19:

THAT PART OF LOT 1 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF SAID LOT 1 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN CHRISTOPH F. BAUM'S SUBDIVISION OF PARTS OF LOTS 167 AND 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 20:

LOT 17 AND THAT PART OF LOTS 15 AND 16 LYING WEST OF THE NORTHWESTERLY LINE OF OGDEN AVENUE, ALSO THAT PART OF LOTS 13, 14, 15 AND 16 LYING WITHIN THE NORTHWESTERLY 1/2 OF OGDEN AVENUE, AS OPENED, IN THE SUBDIVISION OF LOT 168 IN BUTTERFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 21:

THAT PART OF THE EAST 15 FEET OF NORTH FRONTIER STREET LYING NORTH OF THE NORTH LINE OF WEST BLACKHAWK STREET EXTENDED WEST, AND LYING SOUTH OF THE NORTH LINE OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET), EXTENDED WEST, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 22:

ALL THAT PART OF WEST WEED STREET (ALSO KNOWN AS ALASKA STREET) LYING WEST OF THE WESTERLY LINE OF NORTH OGDEN AVENUE, AS OPENED AND EAST OF THE EAST LINE OF NORTH FRONTIER STREET, EXTENDED NORTH, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1450 NORTH LARRABEE STREET, CHICAGO, IL 60610

P.I.N. NOS.: 17-04-106-001 through 17-04-106-014; 17-04-107-005 through 17-04-107-015
17-04-119-001 through 17-04-119-024; 17-04-119-039; 17-04-119-041;
17-04-120-001 through 023; 17-04-120-025

ACREAGE: 9.77 ACRES

EXHIBIT B

PERMITTED EXCEPTIONS

[To Come]

EXHIBIT C

MEMORANDUM OF LEASE AND OPTION TO PURCHASE

[To Come]