

**APPROVE ENTERING INTO A LEASE AGREEMENT WITH FIRSTSTAR BANK N.A., F/N/A
FIRST COLONIAL TRUST COMPANY, AS TRUSTEE U/T/A KNOWN AS TRUST #1-5301
DATED JANUARY 5, 1995 FOR USE OF 4652 SOUTH BISHOP**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

u/t/a known as Trust # 1-5301 dated January 5, 1995 ("Landlord"). A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

LANDLORD: Firststar Bank N.A.
F/N/A/ First Colonial Trust Company as Trust #1-5301

CONSTRUCTION: Landlord is required to reconstr. the Building pursuant to Construction Documents prepared

[REDACTED]

by the Board. This sum is repaid by the Board, as reflected in the Monthly Reimbursement for Tenant Improvements, over the first 5 years of the Term of the Lease, amortized at 6% per annum. In addition, the Board is required to reimburse the Landlord for its architectural fees (not to exceed \$40,000), which shall be paid as follows: 1/3 upon the commencement of construction; 1/3 upon Substantial Completion; and 1/3 upon completion of all Punch List items.

REIMBURSEMENT TO LANDLORD: Upon execution of the Lease, the Board shall reimburse the Landlord the sum of \$70,000 for expenses incurred in preparation of the Premises for the Board's occupancy.

OPTION TO PURCHASE: At any time after April 30, 2009, the Board shall have Option to purchase the Premises at a cost equal to a base price set at \$650,000 at the commencement of the lease term plus three-percent (3%) per year of the lease term.

TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS: The Board shall be responsible for

[REDACTED]

GENERAL CONDITIONS:

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

investigations.

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