

Lessor, or present or file any claim or take any other action to enforce performance under this Lease or collect or enforce payment due hereunder or under the Certificates, except as provided in the Certificates.

9. *Lease a General Obligation.* The District hereby represents, warrants and agrees that the obligation to make the payments due under this Lease shall be a direct general obligation of the District payable from any funds of the District legally available and annually budgeted for such purpose. The District represents and warrants that (i) the payments required under this Lease, together with all other general obligations of District, are within all applicable debt limitations and (ii) the execution and delivery of this Lease and the Certificates have been duly authorized by all necessary action of the Board. The District agrees that it will budget funds of the District annually and in a timely manner so as to provide for the making of all payments of the principal of and interest when due under the terms of this Lease.

10. *Expiration of Lease.* This Lease, and all real estate interests transferred hereunder, shall terminate upon the earlier of (a) the 7th day of December, 2114, (b) the date on which the construction of the Building is completed; *provided* that (i) all of the lease payments required of the District by this Lease have been fully paid or provided for and (ii) Illinois law then provides that title to the Building may be lawfully transferred to the District without the holding of a referendum or the doing of any other act by the District, or (c) the earliest date on which the District is then authorized by Illinois law to take title to the Building; *provided* that all of the lease payments required of the District by this Lease have been fully paid or provided for. If this Lease terminates pursuant to the provisions of (b) or (c) above, the District shall have the option to acquire title to the Building from Lessor upon payment of One and No/100 Dollars (\$1.00). Upon such payment by the District, title shall immediately transfer to and vest in the District. The Lessor agrees to take any and all action necessary to cause such transfer of title to the

District to be effectuated. If the Lease terminates pursuant to the provisions of (a) above, title to the Building shall not transfer to and vest in the District.

11. *Right of Access.* The District shall have full and absolute right to use, control and possess the Property so that the Property and the Building constitute a public school facility in and for the District. The District shall also have full and absolute right of access to the Property and the Building at all times, including, but not limited to, for purposes of constructing the Building and effecting related improvements on behalf of the Lessor.

12. *Quiet Possession.* So long as the District shall observe and perform the covenants and agreements binding on it hereunder, the District shall at all times during the term of this Lease peacefully and quietly have and enjoy the use and possession of the Building without any encumbrance or hindrance by, from or through Lessor, its successors or assigns.

13. *Assignment.* Except as otherwise provided in this Lease, Lessor may not assign or otherwise alienate its rights or the rights of the District under this Lease without the express written consent of the District.

14. *Encumbrance of Title.* Lessor shall not alienate, impair, restrict or encumber title to the Building in any way except as specifically authorized by the terms of this Lease.

15. *Property Taxes.* The intent of the parties is that the Building be classified for property tax assessment purposes as exempt school-owned property pursuant to 35 ILCS 200/15-35(e), as amended by P.A. 91-0513. The Lessor shall cooperate with the District in obtaining such exemption. In the event the Building is not so classified as exempt school-owned property for any reason, the District shall be liable for prompt and timely payment of all property tax assessments.

16. *Compliance with Law.* The District and the Lessor do hereby certify on behalf of their own entities that each of them is in compliance with the Illinois Human Rights Act, as