

**LEASE AGREEMENT BETWEEN THE
NATIONAL MUSEUM OF PUERTO RICAN ARTS AND CULTURE AND
THE CHICAGO PARK DISTRICT**

This Lease Agreement ("Lease") is made this 1st day of January, 2014 (the "Effective Date") by and between the National Museum of Puerto Rican Arts and Culture (the "NMPRAC"), a not-for-profit corporation organized and existing under the laws of the State of Illinois, and the Chicago Park District (the "Park District"), a municipal corporation organized and existing under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, the Park District and NMPRAC first entered into an agreement in 2002, as superseded by further agreement between the Park District and NMPRAC dated July 31st, 2007 (collectively, the "Original Agreement") whereby the parties agreed that NMPRAC would operate a cultural art institute on Park District property, at the Humboldt Park Stables located at 3015 West Division Ave., for the purpose of expanding Puerto Rican cultural arts; and

WHEREAS, NMPRAC agrees to operate and maintain a museum for the study, teaching, exhibition, dissemination and preservation of all areas of the history, culture and art of the Puerto Rican-American People in order to become a fully accredited museum according to Museums in the Park ("MIP") requirements; and

WHEREAS, with these purposes in mind the MIP indicated in a letter dated February 2, 2012 and signed by the President of MIP, that the MIP accepts and authorizes NMPRAC as the newest MIP member; and

WHEREAS, in recognition of NMPRAC's acceptance into the MIP, the Park District and NMPRAC desire to amend the Original Agreement and enter into this Lease to clarify the responsibilities of the parties and the use of Park District property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree to enter into this Lease, which shall supersede the Original Agreement in total, as follows:

Section 1. Definitions. As used in this Lease, the following terms shall have the respective meanings set forth below unless the context otherwise requires:

"Adjacent Grounds" means the real property outside of and adjacent to the Building contained within the fenced in area as depicted on the attached Exhibit B Museum Site Boundary.

"Board" means the Board of Commissioners of the Park District.

"Building" means the Humboldt Park Stable building and its courtyard located at the southwest corner of Sacramento Boulevard and Division Street, in Humboldt Park, in Chicago and as depicted in Exhibit A(1-3) and Exhibit B attached.

"Improvements" means any alteration, renovation, landscaping or other improvement to the Museum Site.

"Contractors" means all construction and maintenance contractors and subcontractors that provide services for NMPRAC.

"Museum Site" means the Building, Adjacent Grounds and Parking Lot.

"Museums in the Parks" means the museums located *on* the Park District's land that are supported by the Park District's Aquarium and Museum Purposes Fund, which, as of the date hereof, consist of the following: NMPRAC, the Adler Planetarium; the Art Institute of Chicago, the Peggy Notebaert Nature Museum, the Chicago History Museum, the DuSable Museum of African American History, the Field Museum of Natural History, the Museum of Contemporary Art, the Museum of Science and Industry, the National Museum of Mexican Art and the John G. Shedd Aquarium.

"Park District Indemnities" shall have the meaning given that term in Section 13.

"Parking Lot" means the parking area and driveway located north of the Building within the fenced in area and as more clearly and accurately depicted on Exhibit B.

"Site Plan" means NMPRAC's specs, designs, drawings, for any Improvements of the Museum Site.

Section 2. Use. The Park District agrees to make available to NMPRAC the Museum Site, and NMPRAC agrees to operate the Museum Site at no cost or expense to the Park District, for the sole and limited purpose of offering a diverse interdisciplinary arts program that is reflective of the Puerto Rican community, including, but not limited to: exhibitions; music; dance; theater performances; classes and workshops in the arts; educational activities; presentations by visiting speakers, artists, artisans, and curators; and opportunities for community artists, artisans and instructors to practice their arts and crafts and to share their resources and knowledge. Activities and exhibitions must have a regular schedule, which will be publicized either through mailings, websites, community meetings and other forms of media. If the Museum is found to be operating outside of these uses or without a regular schedule, then NMPRAC will be subject to the termination provisions of Section 13 of this Agreement.

The Park District makes no representations as to the condition of the Museum Site or its fitness for a particular purpose. NMPRAC accepts the Museum Site in its "as is, where is" condition, with no warranty, express or implied, by the Park District as to the condition of the Museum Site.

Section 3. Operation and Maintenance of Museum Facilities.

(a) Subject to the terms of this Lease, NMPRAC shall have sole charge and control of the Museum Site and be solely responsible for the maintenance, management and operation of the Museum Site.

(b) NMPRAC, at its sole expense, shall maintain the Museum Site in good condition and in accordance with Park District and Museums in the Parks standards at no cost or expense to the Park District. Maintenance shall include, but is not limited to, day-to-day upkeep, waste removal/recycling, and repairs to the Museum Site regardless of circumstance, machinery and equipment; provided, however, snow removal and lawn maintenance shall be the Park District's sole responsibility. NMPRAC's duties under this section shall begin on the Effective Date except for NMPRAC's waste removal/recycling duties which shall begin no later than January 1, 2017.

(c) In the event that NMPRAC fails to keep the Museum Site in good condition and does not cure such failure after being provided with thirty (30) days prior written notice, the Park District shall have a right to take whatever steps it deems necessary to ensure that the grounds are well-maintained and in accordance with Park District standards at the sole expense of NMPRAC, and will subject NMPRAC to termination as more fully described in Section 13 of this Agreement.

Section 4. Construction and Capital Financing. NMPRAC shall have the right, subject to the terms and conditions contained in this Lease, to make Improvements for the Museum Site's intended use. However, NMPRAC shall not begin construction or any other work toward Improvements without prior Park District written approval. Additionally:

- (a) Prior to the commencement of any Improvements, NMPRAC shall submit a general plan and design of both completed and proposed Improvements to the Park District for review and approval. NMPRAC shall obtain written Park District approval of the final Site Plan prior to implementation of any proposed Improvements. Any and all changes to the Site Plan shall require prior written approval from the Park District. NMPRAC shall obtain written Park District approval of the final construction documents prior to commencing Improvements. Once approved, NMPRAC agrees the Site Plan shall become the property of the Park District and shall provide original copies of any plans to the Park District prior to commencing any construction.
- (b) NMPRAC shall have the financial means necessary to complete construction of any Improvements, and upon request of the Park District, shall provide the Park District with financial documentation to support the commencement of construction. NMPRAC shall obtain all required permits and prior written approval from the Park District before the commencement of any construction and maintain them in good standing for the duration of the construction. Failure by NMPRAC to complete construction in a timely manner shall be cause for termination under Section 13 of this Lease.
- (c) NMPRAC agrees and acknowledges that Park District reviews, approvals, and permits are not intended to indicate approval as to the safety and soundness, or structural integrity

of any planned Improvement or construction and that it is NMPRAC's responsibility to perform all necessary tests and evaluations for those purposes.

Section 5. Environmental Remediation. Any required environmental remediation at the Museum Site shall be the responsibility of NMPRAC. Such remediation shall be completed prior to the completion of any construction.

Section 6. Purpose of Museum Site. If at any time NMPRAC shall cease to use the Museum Site for the purposes stated in Section 2 of this Lease, all of the rights of NMPRAC in the Museum Site shall cease and terminate, and all of the rights of NMPRAC in stock, equipment and other property purchased from Aquarium and Museum Purposes Funds or other funds received from the Park District shall cease and terminate and thereupon become the property of the Park District.

Section 7. Insurance. NMPRAC shall be responsible for providing insurance for the Museum Site on the basis set forth in *Exhibit C* attached hereto and made a part hereof.

Section 8. Utilities. NMPRAC shall pay all utility costs for the Museum Site, including, but not limited to, gas, electric, water, sewage and all utility infrastructure cost. If utilities are provided by the Park District, NMPRAC shall pay the Park District the market rate for such services, unless otherwise waived in writing by the Park District.

Section 9. Concessions.

(a) NMPRAC shall have the right to operate food concessions and gift shops on the Museum Site. NMPRAC shall control, and be entitled to receive all revenue earned from such concessions and gift shops within the Museum Site; provided, however that all such concessionaires shall comply with the Park District Code or ordinances, resolutions, rules, and regulations governing concessions and that all concessionaires selling food shall obtain and pay for the appropriate Park District permit or license.

(b) NMPRAC shall require concessionaires on the Museum Site to maintain the area that they occupy in a clean, orderly and inviting condition satisfactory to the General Superintendent. In addition, NMPRAC shall require such concessionaires to remove all trash and debris generated from the operation of the concession for at least a ten (10) foot area surrounding the concession area.

Section 10. Special Events. NMPRAC shall have the right to charge admission to special events sponsored by NMPRAC or other entities in the Museum Site. NMPRAC shall be entitled to hold special events on the Museum Site after normal business hours; and shall be entitled to charge an admission fee for such events; provided, however that NMPRAC shall obtain all permits required by the Park District for such events in compliance with the ordinances, resolutions, rules and regulations of the Park District and shall pay for any applicable vendor fees. NMPRAC agrees that any special events which may extend beyond the Adjacent Grounds are

held upon Park District property and require NMPRAC to adhere to all rules, regulations and permit requirements of the Park District.

Section 11. Admission Fees. NMPRAC may charge an admission fee as allowed by law and to the extent authorized and permitted by the Board. All proceeds of such admission fees shall be used for the operation and maintenance of the Museum Site. Each year NMPRAC shall furnish to the Board a detailed statement of the receipts from admission fees and the cost of the operation and maintenance of the Museum Site.

Section 12. Indemnification.

(a) NMPRAC for itself and its successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Park District, its commissioners, officers, employees, volunteers, contractors and agents (collectively, the "Park District Indemnities") against any loss, claims, damage, liability, action, suit, proceeding, cost or expense that the Park District Indemnities may suffer, incur or sustain or for which it may become liable (including, but not limited to, personal and bodily injury to or death of persons or loss or damage to property) resulting from, arising out of, or relating to any acts, errors or omissions in the use and operation of the Museum Site, and its performance under this Lease, and for any such loss, claims, damage, liability, action, suit, proceeding, cost or expense resulting from, arising out of, or relating to any acts, errors and omissions in the Contractors' performance of any work for NMPRAC.

(b) NMPRAC shall require Contractors and their successors and assigns to defend, indemnify, save and keep harmless the Park District Indemnities against any loss, claims; damage, liability, action, suit, proceeding, cost or expense that the Park District Indemnities may suffer, incur or sustain or for which it may become liable (including, but not limited to, personal and bodily injury or death of persons or loss or damage to property), resulting from, arising out of, or relating to any acts, errors or omissions in the Contractors' performance of any work for NMPRAC.

(c) NMPRAC shall indemnify, save and keep harmless the Park District for and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to the Museum Site by or in behalf of NMPRAC.

Section 13. Term; Termination.

(a) NMPRAC shall have a ninety-nine (99) year lease a for the Museum Site, so long as NMPRAC satisfies the terms and conditions of this Lease, including utilizing the Museum Site for the purposes stated in Section 2 of this Lease. Rent for the term shall be \$1, for valuable consideration.

(b) Failure by NMPRAC to satisfy the terms and conditions of this Lease at any time shall be cause for the Park District to terminate this Lease if such failure has not been cured, or steps to cure such failure have not been commenced to the reasonable satisfaction of the Park District, within thirty (30) days following written notice from the Park District of such failure. Upon

termination of this Lease, NMPRAC shall remove all property not purchased with Aquarium and Museum Purposes Funds or other funds from the Park District and shall vacate the Museum Site. If NMPRAC shall fail to remove said property and vacate the Museum Site, the Park District shall have the right to enter upon and occupy the Museum Site and remove said property.

(c) If the Museum is closed for public use for a period greater than thirty (30) days, without prior written consent by the Park District for purposes of remodeling, repair, renovation, or for any reason in order to satisfy any local, state or federal law or regulation, then NMPRAC's lease shall be subject to termination under Paragraph 13(b) of this Agreement.

Section 14. Right of Entry and Inspection. Throughout the term of this Lease, the Park District shall have the right of entry and inspection of the Adjacent Grounds and Parking Lot at all times. With prior notice to the Museum, the Park District shall also have the right of entry and inspection of the Building during normal business hours.

Section 15. Signage. NMPRAC shall obtain prior written Park District approval before erecting any signs on the Museum Site or on the face of the Building. The Park District shall have the right to remove any signage or signs that are erected without its consent after giving NMPRAC written notice and an opportunity to cure the lack of consent or correct the signage.

Section 16. Books and Records. NMPRAC shall keep, and make available at the request of the Park District, such books, records and recording devices showing accurate and complete data on all receipts and disbursements arising from its performance of this Lease. The Park District and its accounting and auditing officers or their designees shall have the right during normal business hours to examine and audit all of said-books, records and recording devices. Upon receipt of a written request to make available or produce such books or records, NMPRAC shall make available or submit to the Park District's representative within five (5) working days of such request those documents requested.

Section 17. MBE/WBE Requirements. NMPRAC shall observe all requirements promulgated and enforced from time to time by the Park District for the Museums In The Park that relate to Minority Business Enterprise and Women's Business Enterprise utilization.

Section 18. Recording. NMPRAC or the Park District shall have the right to record this Lease.

Section 19. Notices. All notices hereunder shall be in writing and shall be given as follows:

if to the Park District, to:

Chicago Park District
541 N. Fairbanks Ct.
Chicago, Illinois 60611
Attention: General Superintendent and CEO
Fax: (312) 742-5276

with a copy to,

Chicago Park District
541 N. Fairbanks Ct.
Chicago, Illinois 60611
Attention: General Counsel
(Fax: (312) 742-4785

if to the Museum, to:

The National Museum of Puerto Rican
Arts and Culture
3015 West Division Street
Chicago, Illinois 60622
Attention: Executive Director
Fax: (773) 486-8806

All notices shall be effective upon receipt. Notices given by fax shall be confirmed by mailing a copy thereof, first-class postage prepaid. Either party may change the address or addresses for notices to be sent to it by giving notice to the other party.

Section 20. Assignment. Neither party may assign its rights or obligations under this Lease without the prior written consent of the other party. The foregoing shall not prohibit NMPRAC from contracting with third parties to provide services to support the maintenance obligations that NMPRAC has undertaken under this Lease, or to operate concessions within the Museum Site.

Section 21. Interpretation. Section titles and headings are provided for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease. References in this Lease to Sections or Exhibits are to Sections or Exhibits of this Lease. Both parties have reviewed and discussed this Lease with legal counsel, and this Lease shall be interpreted without applying any rule providing for construction against the drafting party.

Section 22. Entire Agreement; Beneficiaries; Amendments. This Lease constitutes the entire agreement of the parties and supersedes the Original Agreement and supersedes all prior agreements or understandings, both written and oral, between the parties with regard to the subject matter hereof. This Lease is not intended to confer upon any person other than the parties hereto any rights or remedies. This Lease shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each party.

Section 24. Waivers. The failure of a party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and

every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

Section 25. Partial Invalidity. Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable in any respect for any reason, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 26. Representation of Authority To Contract. Each party represents and warrants to the other party that the execution and delivery of this Lease by it has been duly authorized by all proper actions and proceedings and that this Lease constitutes the legal, valid and binding obligation of such party.

Section 27. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party.

Section 28. Disputes. In the event any questions or disputes as to the meaning or requirements of anything in this Lease arise, the matter shall at once be referred for consideration and decision to the General Superintendent of the Park District, whose decision thereon shall be final and binding on both parties hereto.

Section 29. Use of Trademarks and Logos. MNPRAC's trademarks, names, logos and designs shall remain the property of MNPRAC's. The Park District's trademarks, names, logos and designs shall remain the property of the Park District. No usage by MNPRAC or the Park District of the other Parties' trademarks, names, logos or designs shall be permitted without the specific written consent of that Party whose trademarks, names, logos or designs are being used.

Section 30. Media. Any of NMPRAC's communications to the media relating to this Agreement or the activities of the Park District shall be subject to the prior approval of the Park District's Press Secretary, which shall not be unreasonably withheld.

Section 31. Request for Approval. The Park District shall make a good faith effort to respond within a reasonable time to all requests for approval submitted by NMPRAC as required under this Lease.

Section 32. Compliance with Law.

(a) In performing their duties under this Lease, NMPRAC shall fully comply with all applicable federal, state and local laws, and the Code of the Park District. NMPRAC shall also comply with all rules, regulations and ordinances (including all health and safety regulations)

promulgated by the Park District from time to time. Further, NMPRAC, including all of its officers, employees, servants, agents, volunteers, contractors, subcontractors, sub-operators shall abide by the provisions of the Park District Code of Conduct and hereby acknowledges receipt of a copy of the Park District Code of Conduct.

(b) NMPRAC specifically agrees that no person(s) shall be subjected to discrimination in the use of the Museum Site or to discrimination in employment decisions by NMPRAC, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military services, parental status or sexual orientation.

Section 33. Relationship. This Lease shall not be construed to create a partnership, joint venture, or employment relationship between the parties.

Section 34. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, excluding, however, those relating to choice or conflict of laws.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties to this Lease have caused it to be executed by their duly authorized representatives as of the date first above written.

Chicago Park District

[Redacted Signature]

General Superintendent and CEO

National Museum of Puerto Rican Arts and

[Redacted Signature]

Name: Billy Delgado

Title: CEO

Attest:

[Redacted Signature]

Randee Ogden
Secretary

By:

[Redacted Signature]

Timothy King
General Counsel

EXHIBIT A

HUMBOLDT PARK STABLE BUILDING SPECS

(ATTACHED)



1 BASEMENT PLAN
1/8" = 1'-0"



2 SECTION



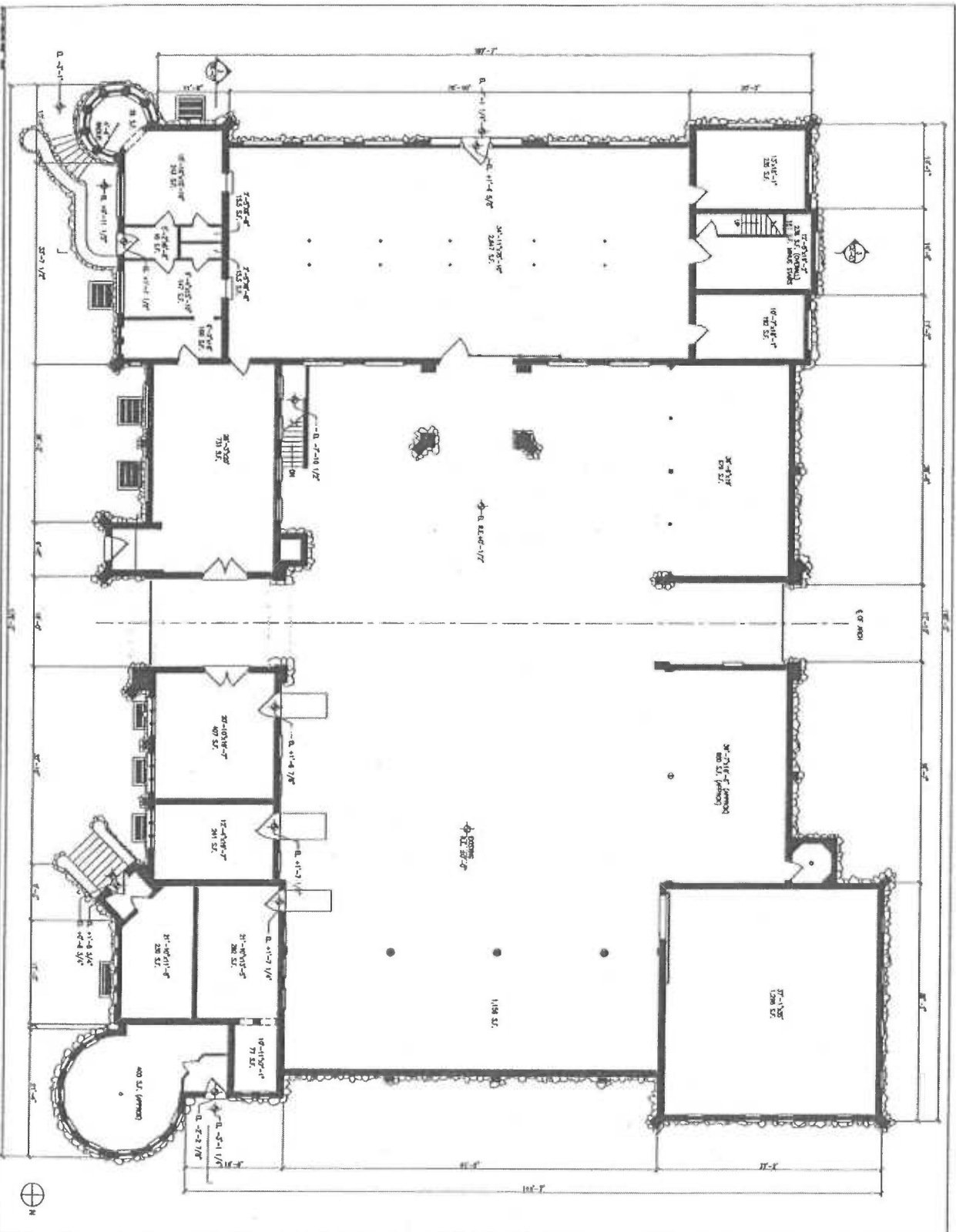
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 TOTAL: 1000000

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**HUMBOLDT PARK
STABLES
PLAN & SECTIONS**

DASK-03

Exh. 4.2.1
2005



McCLIER architect 1000 N. LaSalle St. Chicago, IL 60610 Tel: (312) 467-1000 Fax: (312) 467-1001		SK-01 HUMBOLDT PARK STABLES GROUND FLOOR PLAN	
DATE: 10/10/01 DRAWN BY: J. J. J. J. CHECKED BY: J. J. J. J. SCALE: 1/8" = 1'-0"		PROJECT NO.: 01113 SHEET NO.: 1/8" = 1'-0"	
TITLE: HUMBOLDT PARK STABLES LOCATION: 1000 N. LaSalle St. CITY: CHICAGO, IL COUNTY: COOK, IL STATE: ILLINOIS		PROJECT NO.: 01113 SHEET NO.: 1/8" = 1'-0"	
DATE: 10/10/01 DRAWN BY: J. J. J. J. CHECKED BY: J. J. J. J. SCALE: 1/8" = 1'-0"		PROJECT NO.: 01113 SHEET NO.: 1/8" = 1'-0"	

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architectural
consultation * engineering
consulting
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SOURCE:
TCCA AND FLOCCULANT S.S.
NORTHERN SECTION 1985 S.S.
SOUTH HILLS: S.178 S.S.

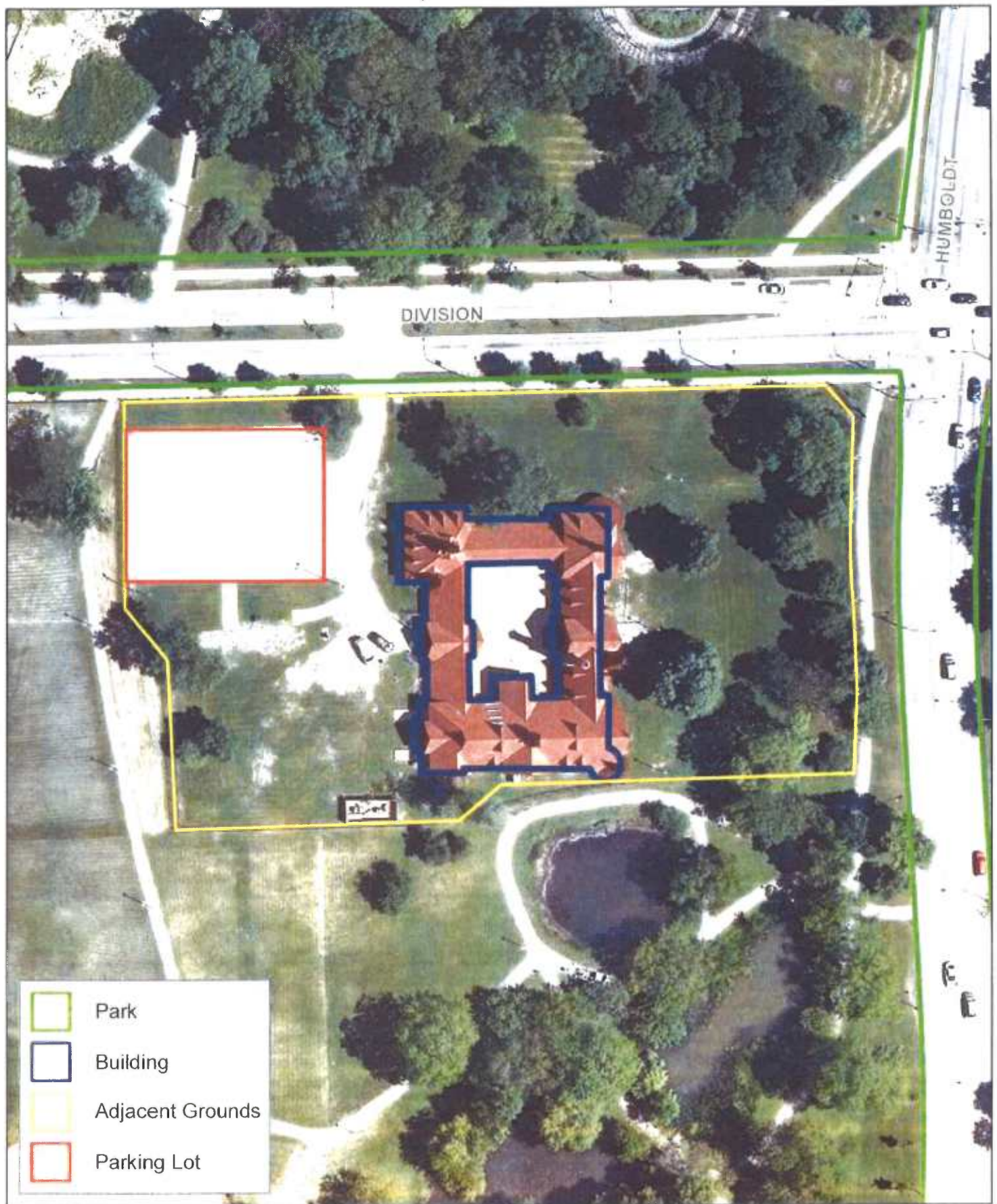
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HUMBOLDT PARK
STABLE
2ND FLOOR PLAN

SK-02

EXHIBIT B

MUSEUM SITE BOUNDARY



	Park
	Building
	Adjacent Grounds
	Parking Lot



EXHIBIT C

INSURANCE REQUIREMENTS

CHICAGO PARK DISTRICT, RISK MANAGEMENT DEPARTMENT INSURANCE REQUIREMENTS

NMPRAC will procure and maintain at all times during the contract term, at NMPRAC's own expense, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this contract, whether performed by NMPRAC or by any subcontractors.

- 1) **Workers' Compensation and Employer's Liability Insurance**
Worker's Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees of NMPRAC, including Employer's Liability coverage with limits of not less than **\$1,000,000** each accident or illness.
- 2) **Commercial General Liability Insurance (Primary and Umbrella)**
Commercial Liability Insurance or equivalent with limits not less than **\$1,000,000** combined single limit, per occurrence and in the aggregate amount of **\$2,000,000**, for bodily injury, property damage occurring while NMPRAC is in possession of or upon Park District property, personal injury and bodily injury. Umbrella coverage in limits no less than **\$10,000,000** on a non-contributory basis. Coverages to be included are products/completed operation, independent contractors, broad form property damage and contractual liability. **The Chicago Park District is to be named as additional insured on a primary, non-contributory basis.**
- 3) **Commercial Automobile Liability Insurance**
NMPRAC will provide Automobile Liability Insurance with limits not less than **\$1,000,000** per occurrence combined single limit, for bodily injury and property damage, covering all NMPRAC-owned vehicles, any non-owned (employee-owned or borrowed) or hired (rental) vehicles used by NMPRAC for its operations in conjunction with its activities at the Park District location. **The Chicago Park District is to be named as additional insured.**
- 4) **Dramshop Insurance**
Over **\$1,000,000**
- 5) **Other Property Insurance**
When any personal property owned by NMPRAC is located/stored in a Chicago Park District building, it is recommended that property insurance be carried at 100% replacement cost value (the Chicago Park District cannot be responsible for loss of or damage to property caused by insurable hazards, including, but not limited to, fire, wind, explosion, smoke, or theft).

6) **Other Insurance**

In certain instances, the Risk Management Department of the Chicago Park District may determine that other insurance coverages may be required, and will so advise NMPRAC with an Addendum to the agreement outlining the specific type of insurance and limits required.

NMPRAC will furnish the Chicago Park District, Risk Management Department, 541 N. Fairbanks Ct., Chicago, IL, original certificates of insurance, policy language, declaration pages or endorsements evidencing the required coverage to be in force on the date of this contract, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date during the term of this contract. NMPRAC will submit evidence of insurance at the time of execution of the contract. Failure to keep such insurance in force may constitute a violation of the Contract and the Chicago Park District maintains the right to suspend operations until proper insurance is provided. Failure of the Chicago Park District to obtain such evidence before permitting NMPRAC to commence operations will not be deemed a waiver by the Chicago Park District, and NMPRAC will remain under continuing obligation to maintain insurance coverage.

Insurance will provide for 30 days prior written notice to be given to the Chicago Park District, Department of Risk Management, in the event coverage is canceled, non-renewed, or materially changed, and the certificates will so state.

NMPRAC will require any subcontractors to carry the insurance herein, or it may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted will so stipulate. Any and all deductibles on referenced insurance coverages will be borne by NMPRAC or subcontractors. NMPRAC and each subcontractor expressly understands and agrees that any insurance coverages and limits furnished by NMPRAC will in no way limit the liabilities and responsibilities specified within the contract documents or by law, that their insurers will waive their rights of subrogation against the Chicago Park District and, further, that any insurance maintained by the Chicago Park District will apply in excess of and not contribute with insurance provided by NMPRAC under the contract.

The Chicago Park District, Department of Risk Management, maintains the right to change, modify, alter or delete these requirements.

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AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of January , 1986, by and between MEXICAN FINE ARTS CENTER, a corporation not for pecuniary profit, organized under the laws of the State of Illinois (hereinafter referred to as the "CENTER"), party of the first part, and the CHICAGO PARK DISTRICT, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as the "DISTRICT"), party of the second part;

WITNESSETH

WHEREAS, the CENTER was founded for the purpose of sponsoring special events and exhibits which exemplify the rich variety of visual and performing arts found in the Mexican culture and to encourage the professional development of local Mexican-American artists.

WHEREAS, with these purposes in mind, the CENTER agrees to operate and maintain a museum for the purpose of developing educational programs for individuals interested in gaining knowledge about Mexican fine arts; and

WHEREAS, the CENTER has secured assurances from many corporations and other responsible members of the public to create an adequate fund in order to remodel, repair, and renovate the old boat house at Harrison Park, 18th and Damen Avenue, Chicago, Illinois, (hereinafter referred to as the "PREMISES".)

NOW THEREFORE, in consideration of the PREMISES and of the mutual covenants and agreements herein contained, the parties hereto hereby mutually covenant and agree with each other as follows:

ARTICLE ONE

The DISTRICT agrees to make the PREMISES available to the CENTER for use as a museum on the terms and conditions set forth herein for the care, study, teaching and exhibition of the various areas of the history, culture and art of the Mexican people. The CENTER shall operate and maintain the museum in a manner satisfactory to the General Superintendent of the DISTRICT (hereinafter referred to as the "General Superintendent"), at no cost or expense to the DISTRICT. The PREMISES shall be known as the MEXICAN FINE ARTS CENTER MUSEUM, and that name shall be affixed to the PREMISES in a manner and form as approved by the General Superintendent.

ARTICLE TWO

Within twelve (12) months from the date of the execution of this Agreement, the CENTER shall enter into contract(s) to remodel, repair and renovate the PREMISES and shall complete the same with all reasonable diligence. In the event the CENTER shall fail to enter into such contract(s) within the period specified in this paragraph or any extension(s) thereof, this Agreement at the option of the DISTRICT may be terminated and cancelled in accordance with the provisions of paragraph 12 of this Agreement.

ARTICLE THREE

The CENTER shall furnish and provide all materials, work, labor, services, and equipment necessary to remodel, repair, and renovate the PREMISES at no cost or expense to the DISTRICT. In all cases, the Chief Engineer of the DISTRICT, (hereinafter referred to as the "Chief Engineer") shall decide every question which may arise relative to the performance of the work as provided in this Paragraph and his decision shall be conclusive on each of the parties to this Agreement. The CENTER shall substantially complete the work provided for in this paragraph within two years from the date of the execution of this Agreement. In the event the work is not completed within the time

specified in this Paragraph, this Agreement, may at the option of the DISTRICT, be terminated and cancelled in accordance with the provisions of paragraph 12 of this Agreement.

ARTICLE FOUR

The Chief Engineer shall have the right to approve, in writing, design drawings and specifications for the work necessary to remodel, repair, and renovate the PREMISES. Any and all changes to design drawings and specifications originally submitted by the CENTER and approved by the Chief Engineer shall also be approved, in writing, by the Chief Engineer.

Upon approval of design drawings and specifications for the work the CENTER shall submit, in writing, to the Chief Engineer, the names of subcontractors proposed by the CENTER for the principal parts of the work. The CENTER shall not employ any subcontractor not approved, in writing, by the Chief Engineer. Such approval shall not be unreasonably withheld by the Chief Engineer.

ARTICLE FIVE

The CENTER shall have the full responsibility for the work necessary to remodel, repair and renovate the PREMISES and will indemnify and hold harmless the DISTRICT, its officers, agents and employees from any claims, liability, damages, costs, liens, and expenses arising out of such work. Prior to the commencement of any work pursuant to this Agreement, the CENTER shall obtain and keep in force and effect and require its subcontractor(s) to obtain and keep in force and effect all customary forms of insurance with the DISTRICT named as an additional insured as its interests may appear including but not limited to comprehensive general liability, comprehensive automobile liability and Worker's Compensation. All of the insurance required pursuant to this paragraph shall be in amounts and with such carriers as shall be approved by the Treasurer of the DISTRICT. Certificates of such insurance

containing a non-cancellation without notice clause shall be furnished to the Treasurer of the DISTRICT.

ARTICLE SIX

The CENTER shall occupy that portion of the PREMISES as set forth in this paragraph and described on Exhibit "A" attached hereto and by reference incorporated herein:

Exclusive Use By CENTER

- a. Mexican Fine Arts Center
- b. Courtyard
- c. Lobby
- d. New Control Counter

Shared Use By CENTER and DISTRICT

- a. Women's Toilet Facilities
- b. Men's Toilet Facilities
- c. Corridor

It is understood and agreed that the CENTER shall occupy the existing landscape maintenance area upon completion of the Harrison Park Gymnasium Addition. It is anticipated that the Gymnasium will be completed during the calendar year 1988.

The following areas shall remain under the exclusive control of the DISTRICT:

- a. Boat Craft Room
- b. Boiler Room - East and West
- c. New Storage Room
- d. Existing Electric Vault

ARTICLE SEVEN

It is understood and agreed all utility costs including gas, electric and water charges shall be allocated to the DISTRICT and the CENTER on a pro rata basis as determined by the square footage shared and occupied by each of the parties.

ARTICLE EIGHT

In addition to the construction insurance required pursuant to paragraph 5 above, the CENTER shall provide, at its sole cost and expense, insurance against all types of public liabilities in such amounts and with such carriers as shall be approved by the Treasurer of the DISTRICT. All such insurance provided by the CENTER shall name the DISTRICT as an additional insured as its interests may appear. Certificates of such insurance containing a noncancellation without notice clause shall be furnished to the Treasurer of the DISTRICT.

ARTICLE NINE

So long as the PREMISES shall be maintained in good order and condition pursuant to the terms of this Agreement, the CENTER may charge an admission fee to the extent authorized and permitted by the DISTRICT. All proceeds of such admission fees shall be used for the operation and maintenance of the PREMISES. Each year the CENTER shall furnish to the General Superintendent a detailed statement of the receipts from admission fees and the cost of the operation and maintenance of the PREMISES.

ARTICLE TEN

This Agreement does not in any way create the relationship of joint venture or partnership between the DISTRICT and the CENTER.

ARTICLE ELEVEN

It is expressly understood and agreed that the CENTER shall conduct its operations pursuant to the terms of this Agreement, in full compliance with all applicable laws including ordinances of the Chicago Park District, ordinances of the City of Chicago, laws of the State of Illinois, laws of the United States of America and lawful orders and regulations of any duly constituted governmental agency or authority.

ARTICLE TWELVE

The CENTER shall at all times during the term of this Agreement hold harmless the DISTRICT, its officers, agents and employees from and against any and all actions, claims, demands, damages, liabilities, costs and expenses (including attorney's fees and litigation expenses) sustained or incurred by reason of any negligent act or negligent omission of the CENTER, including but not limited to, any and all acts arising from or incidental to or growing out of the performance of its obligations pursuant to the terms of this Agreement.

ARTICLE THIRTEEN

The CENTER agrees that if default shall be made by it in keeping or performing any of the terms and conditions of this Agreement, and is so notified in writing by the General Superintendent specifying in such notice the conditions resulting in such default which must be corrected, and if such default is not corrected by the CENTER within a period of thirty (30) days following the giving of such notice, then this Agreement, at the option of the DISTRICT, shall be declared forfeited and terminated.

Upon termination of this Agreement, the CENTER shall forthwith remove all property belonging to it and shall vacate the PREMISES. If the CENTER shall fail to remove the property and to vacate the PREMISES, the DISTRICT have the right to enter upon and occupy the PREMISES and remove said property.

ARTICLE FOURTEEN

In the event any questions or disputes as to the meaning or requirements of anything in this Agreement arise, the matter shall at once be referred for consideration and decision to the General Superintendent, whose decision thereon shall be final and binding on both parties hereto.

ARTICLE FIFTEEN

All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the United States Postal Service first class mail, postage prepaid as follows:

To the DISTRICT:

Chicago Park District
General Superintendent
425 East McFetridge Drive
Chicago, Illinois 60605

To the CENTER:

MEXICAN FINE ARTS CENTER
P.O. Box 5177
Chicago, Illinois 60680-5177

The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given.

ARTICLE SIXTEEN

The CENTER shall not assign any rights or delegate any duties hereunder without the express prior written consent of the General Superintendent.

ARTICLE SEVENTEEN

This writing contains the entire Agreement of the parties. No representations have been made or relied upon by either party, other than those that are expressly set forth herein.

ARTICLE EIGHTEEN

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Illinois.

ARTICLE NINETEEN

This Agreement has been executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

ARTICLE TWENTY

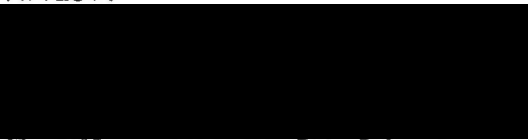
The individual officers, agents and employees of the CENTER and the DISTRICT who have executed this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employer.

IN WITNESS WHEREOF, THE MEXICAN FINE ARTS CENTER, and THE CHICAGO DISTRICT pursuant to proper and duly authorized authority have caused this Agreement to be executed in their corporate names by their respective presidents and their corporate seals to be hereunto affixed, attested by their secretaries.

DATED at Chicago, Illinois this 14 day of January, 1986.

CHICAGO DISTRICT

BY 
President


ATTEST:

Secretary

SEAL

APPROVED AS TO FORM AND LEGALITY:


ATTORNEY

BY 
President

ATTEST:

Secretary

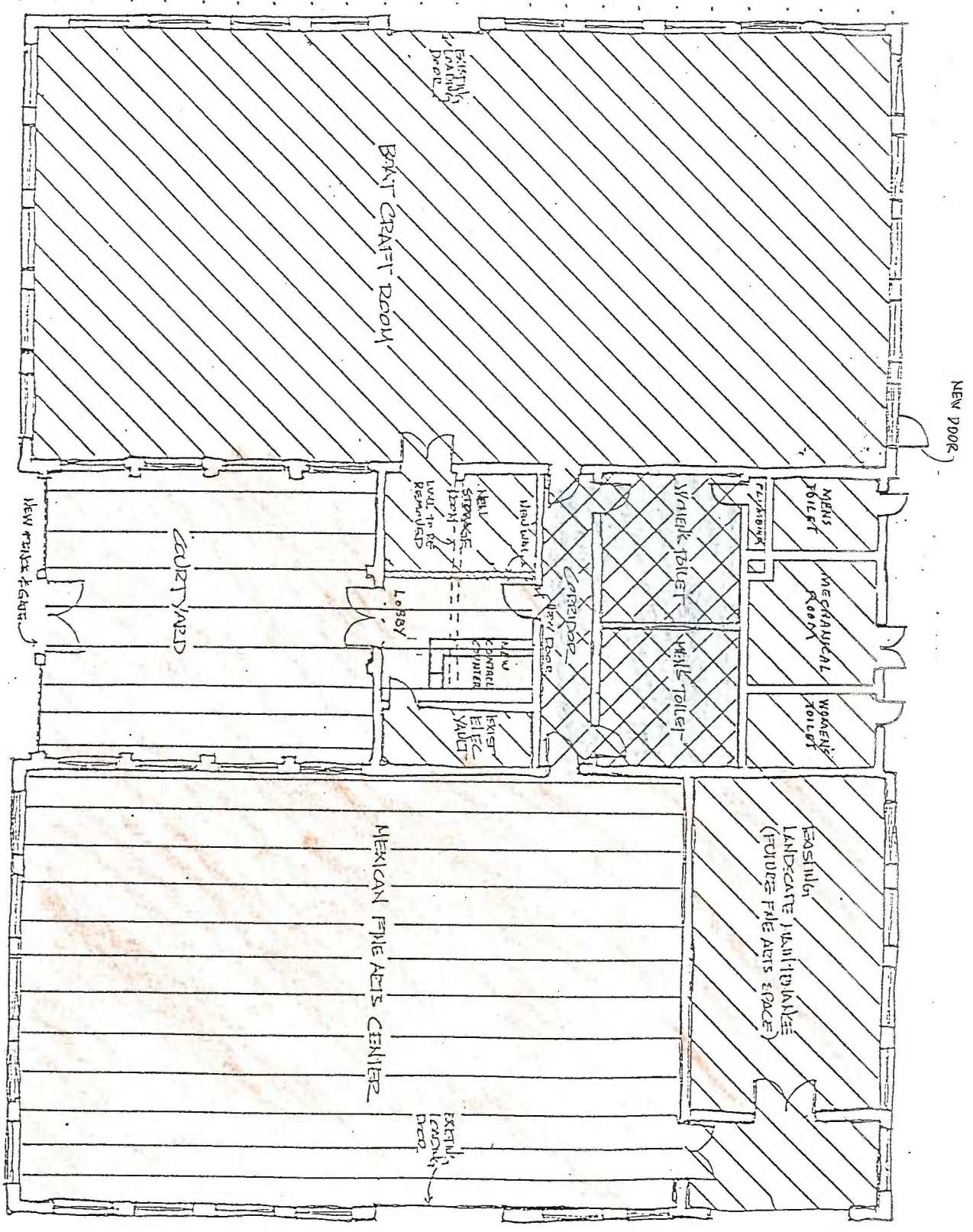
SEAL

APPROVED:


GENERAL SUPERINTENDENT

APPROVED AS TO FORM
AND LEGALITY:


GENERAL ATTORNEY



FLOOR PLAN



HARRISON PARK
 PREPARED FOR THE CITY OF MEXICO
 FINE ARTS CENTER BUILDING FOR



EXHIBIT "A"

LEGEND

- PARK DISTRICT FACILITIES
- MEXICAN FINE ARTS CENTER
- SHADED FACILITIES

AGREEMENT

Dated as of September 5, 1997

Between

MEXICAN FINE ARTS CENTER MUSEUM

And

THE CHICAGO PARK DISTRICT

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Exhibit A: Additional Real Property

Exhibit B: General Plan and Design of the Museum Addition

Exhibit C: Landscaping Plan for Museum Facilities

Exhibit D: Insurance Coverage

**AGREEMENT BETWEEN THE
— MEXICAN FINE ARTS CENTER MUSEUM AND
THE CHICAGO PARK DISTRICT**

This Agreement is made this 5th day of September, 1997 by and between the Mexican Fine Arts Center Museum (the "Museum"), a not-for-profit corporation organized and existing under the laws of the State of Illinois, and the Chicago Park District (the "Park District"), a municipal corporation organized and existing under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, the Museum was founded to simulate and preserve the knowledge and appreciation of the Mexican culture as it manifests itself in and outside of Mexico;

WHEREAS, the Park District and the Museum entered into an agreement dated January 14, 1986, as superseded by further agreement between the Park District and the Museum dated September 30, 1987 (collectively, the "Original Agreement") whereby the parties agreed that the Museum would operate a museum on Park District land for the purpose of sponsoring special events and exhibits that exemplify the rich variety in visual and performing arts found in Mexican Art, to encourage the professional development of Mexican artists, and to offer arts education programs.

WHEREAS, the Museum now needs additional space to operate and maintain its aforementioned museum and educational programs; and

WHEREAS, the Park District and the Museum desire to terminate the Original Agreement and enter into this Agreement to reflect the proposed addition to the current facility and to clarify the responsibilities of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree to enter into this Agreement, which shall supersede the Original Agreement in total, as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below unless the context otherwise requires:

"Additional Real Property" means real property adjacent to the Museum as shown on *Exhibit A* attached hereto and made a part hereof.

"Administrative Agreement" means the agreement dated as of June 10, 1992 by and between the Park District and Museums in the Park relating to the use of Aquarium and Museum Bond Funds, including any amendments, supplements or successors thereto.

"Aquarium and Museum Bond Funds" means the proceeds from the Series 1994 Bonds

and the proceeds from the future sale, if any, by the Park District of up to \$128,000,000 aggregate principal amount of issued General Obligation Aquarium and Museum Bonds.

"Board" means the Board of Commissioners of the Park District.

"Contractors" means all construction and maintenance contractors and subcontractors that provide services for the Museum.

"Museum Addition" means the proposed addition to the Museum more specifically described in *Exhibit B* attached hereto and made a part hereof.

"Museum Facilities" means the Original Museum Facility and the Museum Addition.

"Museum Grounds" means the real property described in Exhibit A, exclusive of the Museum Facilities.

"Museum Site" means the Museum Facilities and Museum Grounds.

"Museums in the Parks" means the museums located on the Park District's land that are supported by the Park District's Aquarium and Museum Purposes Fund, which, as of the date hereof, consist of the following: the Museum, the Adler Planetarium, the Art Institute of Chicago, the Chicago Academy of Sciences, the Chicago Historical Society, the DuSable Museum of African American History, the Field Museum of Natural History, the Museum of Science and Industry and the John G. Shedd Aquarium.

"Original Museum Facility" shall mean the old boat house at Harrison Park, 18th and Damen Avenue, Chicago, Illinois.

"Park District Indemnities" shall have the meaning given that term in Section 13.

Section 2. Use. The Park District agrees to make available to the Museum its present facility and Additional Real Property, and the Museum agrees to renovate the Original Museum Facility and construct a Museum Addition on the Additional Real Property, for the purpose of sponsoring special events and exhibits that exemplify the rich variety in visual and performing arts found in Mexican Art, to encourage the professional development of Mexican artists, and to offer arts education programs.

Section 3. Construction. (a) Prior to the commencement of each phase of construction, the Museum shall have the financial means necessary to complete construction of that phase, and shall provide the Park District with financial documentation to support the commencement of construction. The Museum shall obtain all required permits and prior written approval from the Park District before the commencement of construction for each phase.

Failure by the Museum to complete each phase in a timely manner shall be cause for termination under Section 13 of this Agreement.

(b) The Park District approves in principle the general plan and design of the renovation of the Original Museum Facility and the construction of the Museum Addition. Any and all changes to the general plan and design shall require prior written approval from the Park District. The Museum shall obtain written Park District approval of the final construction documents prior to the renovation of the Original Museum Facility and construction of the Museum Addition. Further approvals from the Park District required in connection with the design, renovation and construction of the Original Museum Facility and Museum Addition shall be obtained in compliance with the requirements of the Administration Agreement.

(c) The Park District approves in principle the general landscaping plan for the Museum Grounds that is included as *Exhibit C* attached hereto and made a part hereof. The Museum shall obtain written Park District approval of the final landscaping plan prior to implementation of said plan.

(d) Except as provided for in this Section, the Museum shall not make any alteration, improvement, addition to, or perform any construction on, the Museum Site without prior written Park District approval. In addition, the Museum shall obtain (i) prior written Park District approval for all final construction documents; (ii) any other Park District approvals required under the Administrative Agreement; and (iii) any required engineering permit from the Park District. The Museum agrees and acknowledges that Park District reviews, approvals, and engineering permits are not intended to indicate approval as to the safety, soundness, or structural integrity of any planned alteration, improvement, addition or construction and that it is the Museum's responsibility to perform all necessary tests and evaluations for those purposes.

Section 4. Environmental Remediation. Any required environmental remediation at the Museum Site shall be the responsibility of the Museum. Such remediation shall be completed prior to the completion of the first phase of construction.

Section 5. Capital Financing. The Museum shall receive funds for the construction of the Museum Addition in accordance with the Administrative Agreement.

Section 6. Operation and Maintenance of Museum Facilities. (a) Subject to the terms of this Agreement, the Museum shall have sole charge and control of the Museum Site and be solely responsible for the maintenance, management and operation of the Museum Site. Notwithstanding the foregoing, it is agreed that the Museum Facilities shall remain open to the general public, Tuesdays through Sundays (except Thanksgiving, Christmas and New Year's Day) for a minimum of six hours.

(b) The Museum, at its expense, shall maintain the Museum Site in good condition, at no

cost or expense to the Park District. Maintenance shall include, but is not limited to, day-to-day upkeep, waste removal, landscaping, snow removal and repairs to the Museum Facilities, machinery and equipment.

Section 7. Purpose of Museum Site. If at any time the Museum shall cease to use the Museum Facilities as a museum for the purposes stated in Section 2 of this Agreement, all of the rights of the Museum in the Museum Site shall cease and terminate, and all of the rights of the Museum in stock, equipment and other property purchased from Aquarium and Museum Bond Funds or other funds received from the Park District shall cease and terminate and thereupon become the property of the Park District.

Section 8. Insurance. The Museum shall be responsible for providing insurance for the Museum Site on the basis set forth in *Exhibit D* attached hereto and made a part hereof.

Section 9. Utilities. The Museum shall pay all utility costs for the Museum Site, including, but not limited to, gas, electric, water, sewage and all utility infrastructure cost associated with the renovation and construction of the Museum Facilities whether on the Museum Site or other Park District property. If utilities are provided by the Park District, the Museum shall pay the Park District the market rate for such services.

Section 10. Concessions. (a) The Museum shall have the right to operate food concessions and gift shops in the Museum Facilities, either through its own employees or through independent Contractors. The Museum shall control, and be entitled to receive all revenue earned from such concessions and gift shops within the Museum Facilities, provided, however that all such concessionaires shall comply with Park District ordinances, resolutions, rules, and regulations governing concessions and that all concessionaires selling food shall obtain and pay for Park District Food Dispensers' licenses.

(b) The Park District shall control, and be entitled to receive all revenue earned from, all concessions located on the Museum Grounds. The Park District shall require concessionaires on the Museum Grounds to maintain the area that they occupy in a clean, orderly and inviting condition satisfactory to the General Superintendent. In addition, the Park District shall require such concessionaires to remove all trash and debris generated from the operation of the concession for at least a ten (10) foot area surrounding the concession area.

Section 11. Special Events. The Museum shall have the right to charge admission to special events sponsored by the Museum or other entities in the Museum Facilities. The Museum shall be entitled to hold special events on the Museum Grounds after normal business hours; and shall be entitled to charge an admission fee for such events; provided, however that the Museum shall obtain all permits required by the Park District for such events in compliance with the ordinances, resolutions, rules and regulations of the Park District and shall pay for any applicable vendor fees.

Section 12. Admission Fees. The Museum may charge an admission fee as allowed by law and to the extent authorized and permitted by the Board. All proceeds of such admission fees shall be used for the operation and maintenance of the Museum Facilities. Each year the Museum shall furnish to the Park District a detailed statement of the receipts from admission fees and the cost of the operation and maintenance of the Museum Facilities.

Section 13. Indemnification. (a) The Museum for itself and its successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Park District, its commissioners, officers, employees, volunteers, contractors and agents (collectively, the "Park District Indemnities") against any loss, claims, damage, liability, action, suit, proceeding, cost or expense that the Park District Indemnities may suffer, incur or sustain or for which it may become liable (including, but not limited to, personal and bodily injury to or death of persons or loss or damage to property) resulting from, arising out of, or relating to any acts, errors or omissions in the use and operation of the Museum Site, and its the performance under this Agreement, and for any such loss, claims, damage, liability, action, suit, proceeding, cost or expense resulting from, arising out of, or relating to any acts, errors and omissions in the Contractors' performance of any work for the Museum.

(b) The Museum shall require the Contractors and their successors and assigns to defend, indemnify, save and keep harmless the Park District Indemnities against any loss, claims, damage, liability, action, suit, proceeding, cost or expense that the Park District Indemnities may suffer, incur or sustain or for which it may become liable (including, but not limited to, personal and bodily injury to or death of persons or loss or damage to property), resulting from, arising out of, or relating to any acts, errors or omissions in the Contractors' performance of any work for the Museum.

(c) The Museum shall indemnify, save and keep harmless the Park District for and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to the Museum Site by or in behalf of the Museum.

Section 14. Term; Termination. (a) The Museum shall have the exclusive and perpetual use and occupancy of the Museum Facilities, so long as the Museum satisfies the terms and conditions of this Agreement, including utilizing the Museum Facilities for the purposes stated in Section 2 of this Agreement.

(b) Failure by the Museum to satisfy the terms and conditions of this Agreement at any time shall be cause for the Park District to terminate this Agreement if such failure has not been cured, or steps to cure such failure have not been commenced to the reasonable satisfaction of the Park District, within thirty (30) days following written notice from the Park District of such failure. Upon termination of this Agreement, the Museum shall remove all property not

purchased with Aquarium and Museum Bond Funds or other funds from the Park District and shall vacate the Museum Facilities. If the Museum shall fail to remove said property and vacate the Museum Facilities, the Park District shall have the right to enter upon and occupy the Museum Facilities and remove said property.

Section 15. Right of Entry and Inspection. Throughout the term of this Agreement, the Park District shall have the right of entry and inspection of the Museum Grounds at all times. With prior notice to the Museum, the Park District shall also have the right of entry and inspection of the Museum Facilities during normal business hours.

Section 16. Signage. The Museum shall obtain prior written Park District approval before erecting any signs on the Museum Grounds or on the face of the Museum Facilities. The Park District shall have the right to remove any signage or signs that are erected without its consent after giving the Museum notice and an opportunity to cure the lack of consent or correct the signage.

Section 17. Books and Records. The Museum shall keep, and make available at the request of the Park District, such books, records and recording devices showing accurate and complete data on all receipts and disbursements arising from its performance of this Agreement. The Park District and its accounting and auditing officers or their designees shall have the right during normal business hours to examine and audit all of said books, records and recording devices. Upon receipt of a written request to make available or produce such books or records, the Museum shall make available or submit same to the Park District's representative within five (5) working days of such request.

Section 18. MBE/WBE Requirements. The Museum shall observe all requirements promulgated and enforced from time to time by the Park District for the Museums in the Park that relate to Minority Business Enterprise and Women's Business Enterprise utilization.

Section 19. Recording. The Museum or the Park District shall have the right to record this Agreement.

Section 20. Notices. All notices hereunder shall be in writing and shall be given as follows:

if to the Park District, to:

Chicago Park District
425 East McPetridge Drive
Chicago, Illinois 60605
Attention: General Superintendent/CEO
Fax: (312) 747-6127

with a copy to the same address,
attention: General Counsel (Fax: (312) 747-2433)

if to the Museum, to:

The Mexican Fine Arts Center Museum
1852 West 19th Street
Chicago, Illinois 60608
Attention: Executive Director
Fax: (312) 738-9740

All notices shall be effective upon receipt. Notices given by fax shall be confirmed by mailing a copy thereof first-class postage prepaid. Either party may change the address or addresses for notices to be sent to it by giving notice to the other party.

Section 21. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. The foregoing shall not prohibit the Museum from contracting with third parties to provide services to support the maintenance obligations that the Museum has undertaken under this Agreement, or to operate concessions within the Museum Facilities.

Section 22. Interpretation. Section titles and headings are provided for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. References in this Agreement to Sections or Exhibits are to Sections or Exhibits of this Agreement. Both parties have reviewed and discussed this Agreement with legal counsel, and this Agreement shall be interpreted without applying any rule providing for construction against the drafting party.

Section 23. Entire Agreement; Beneficiaries; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes the Original Agreement and

supersedes all prior agreements or understandings, both written and oral, between the parties with regard to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each party.

Section 24. Waivers. The failure of a party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 25. Partial Invalidity. Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable in any respect for any reason, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 26. Representation of Authority To Contract. Each party represents and warrants to the other party that the execution and delivery of this Agreement by it has been duly authorized by all proper actions and proceedings and that this Agreement constitutes the legal, valid and binding obligation of such party.

Section 27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party.

Section 28. Disputes. In the event any questions or disputes as to the meaning or requirements of anything in this Agreement arise, the matter shall at once be referred for consideration and decision to the General Superintendent of the Park District, whose decision thereon shall be final and binding on both parties hereto.

Section 29. Request for Approval. The Park District shall make a good faith effort to respond within a reasonable time to all request for approval submitted by the Museum as required under this Agreement.

Section 30. Compliance With Law. (a) In performing their duties under this Agreement, the Museum shall fully comply with all applicable federal, state and local laws, and

the Code of the Park District. The Museum shall also comply with all rules, regulations and ordinances (including all health and safety regulations) promulgated by the Park District from time to time. Further, the Museum, including all of its officers, employees, servants, agents, volunteers contractors, subcontractors, sub-operators shall abide by the provisions of the Park District Code of Conduct and hereby acknowledges receipt of a copy of the Park District Code of Conduct.

(b) The Museum specifically agrees that no person(s) shall be subjected to discrimination in the use of the Museum Facilities or to discrimination in employment decisions by the Museum, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military services, parental status or sexual orientation.

Section 31. Relationship. This Agreement shall not be construed to create a partnership, joint venture, or employment relationship between the parties.

Section 32. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding, however, those relating to choice or conflict of laws.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their duly authorized representatives as of the date first above written.

THE MEXICAN FINE ARTS CENTER MUSEUM

By: Caleb Zick

Title: Executive Director

CHICAGO PARK DISTRICT

By: [REDACTED]

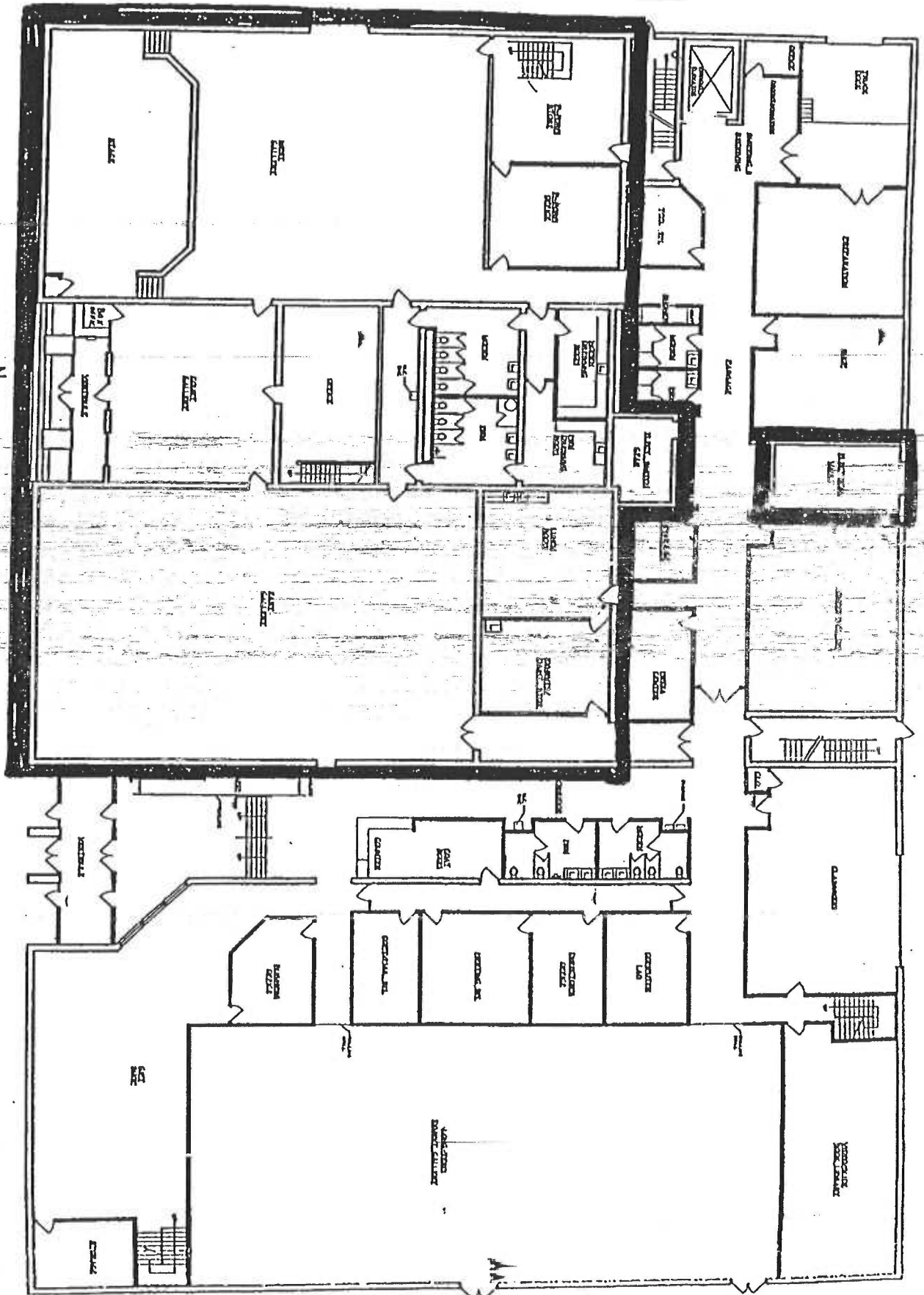
Title: General Superintendent

EXHIBIT B

EXISTING



FIRST FLOOR PLAN



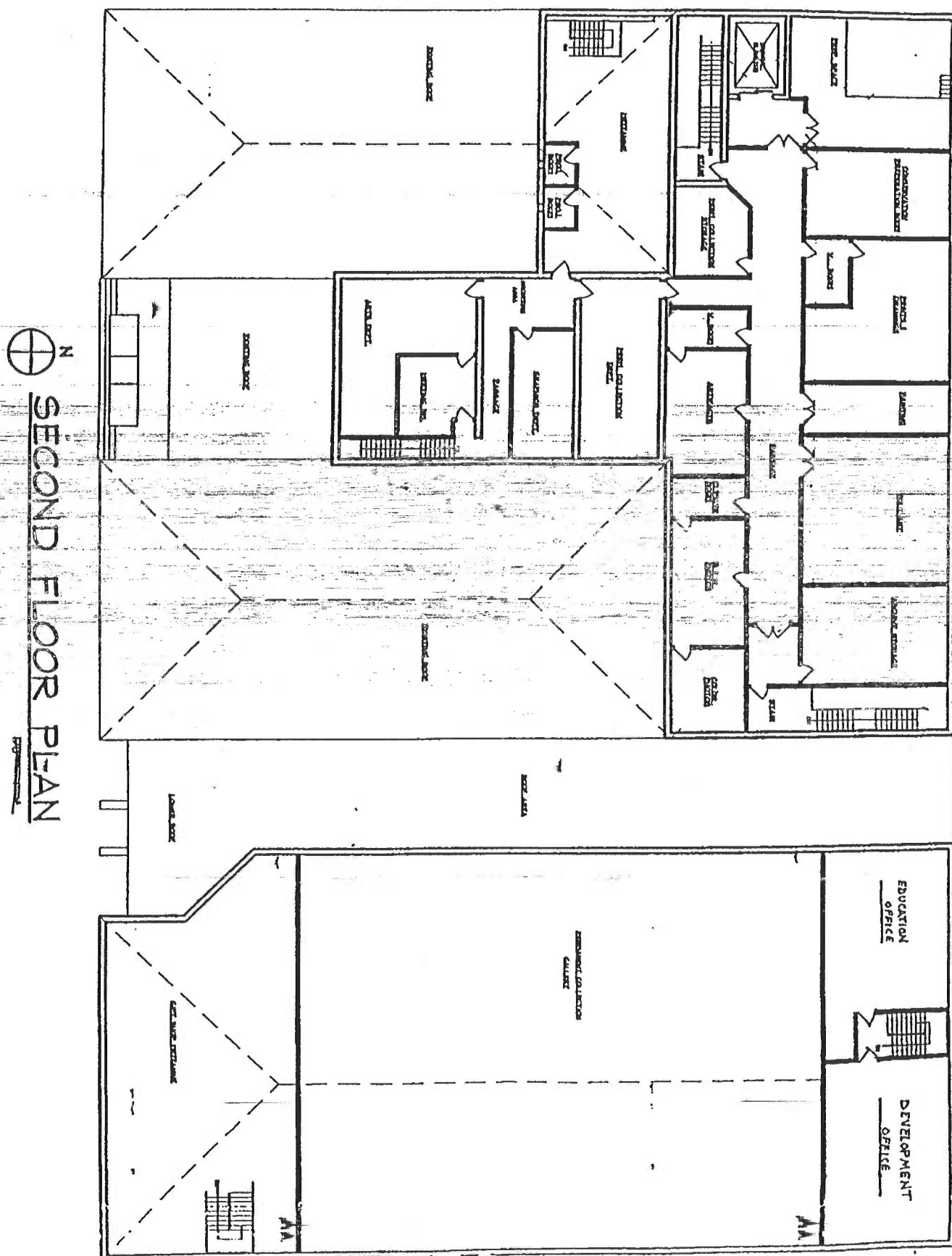


EXHIBIT D**INSURANCE COVERAGE**

The Museum shall procure and maintain at all times, at Museum's own expense, during the period of this Agreement, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois with a Best's rating of A or better covering all operations of the Museum Facilities.

The kinds and amounts of insurance required are as follows:

1) Worker's Compensations and Occupational Disease Insurance

Worker's Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations with extension of 2 years, explosion, collapse, underground, independent Museums, broad form property damage and contractual liability coverages are to be included. The Chicago Park District is to be named as an additional insured on a primary, non-contributory basis.

3) Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed, the Museum shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence combined single limit, for bodily injury and property damage. The Chicago Park District is to be named as additional insured on a primary, non-contributory basis.

4) Property Insurance

The Museum shall procure broad form all risks property insurance coverage which covers all of the real property, fixtures, machinery and equipment with a blanket limit equal to the amount required to replace all real property, permanent fixtures, machinery and equipment at functional replacement cost and a deductible of no greater than \$10,000. The Park District is to be a named insured on the policy.

5) Pollution Liability Insurance

When any pollution risk exposure is apparent, the Museum shall provide Museum's Pollution Liability Insurance on a blanket basis covering bodily injury, property damage and environmental restoration for claims arising from performance of services including handling, clean-up and excavation of waste and hazardous materials (may be provided by Museum or by sub-Museum with Museum named as additional insured). Limits required for each shall not be less than \$1,000,000 each accident, \$2,000,000 general aggregate. The coverage may be on a claims made form. Such insurance shall provide an inception or retroactive date prior to the date of performance and be renewed each year for a period of (3) years after completion of performance or provide an extended claims reporting period of not less than (3) years after completion of performance.

6) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced for the Museum Facilities, valuable papers insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

7) Fidelity Insurance

The Museum shall procure crime insurance with a limit of \$500,000 and a deductible of no greater than \$10,000. The Park District is to be a named insured on the policy.

The Museum will furnish the Chicago Park District, Department of Risk Management, 425 E. McFetridge Drive, Chicago, IL, 60605, (phone number: 312-747-2594 and fax number: 312-747-6130) original certificates of insurance evidencing the required coverage to be in force prior to commencement of work, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Museum shall submit evidence of insurance prior to contract award, and reference on the Certificate the contract number and/or description of work to be performed. The failure of the Chicago Park District to obtain such evidence from Museum before permitting Museum to commence work shall not be deemed to be a waiver by the Chicago Park District, and the Museum shall remain under continuing obligation to maintain insurance coverage.

The insurance hereinbefore specified shall be carried during the period of this Agreement. Failure to keep such insurance in force may constitute a violation, and the Chicago Park District maintains the right to terminate this Agreement.

The insurance shall provide for 60 days prior written notice to be given to the Chicago Park District, Department of Risk Management, in the event coverage is substantially changed, cancelled, or non-renewed.

Any and all deductibles on referenced insurance coverages shall be borne by Museum.

Museum expressly understands and agrees that any insurance coverages and limits furnished by the Museum shall in no way limit the Museum's liabilities and responsibilities specified with the contract documents or by law.

The Museum agrees that the insurer shall waive their rights of subrogation against the Chicago Park District.

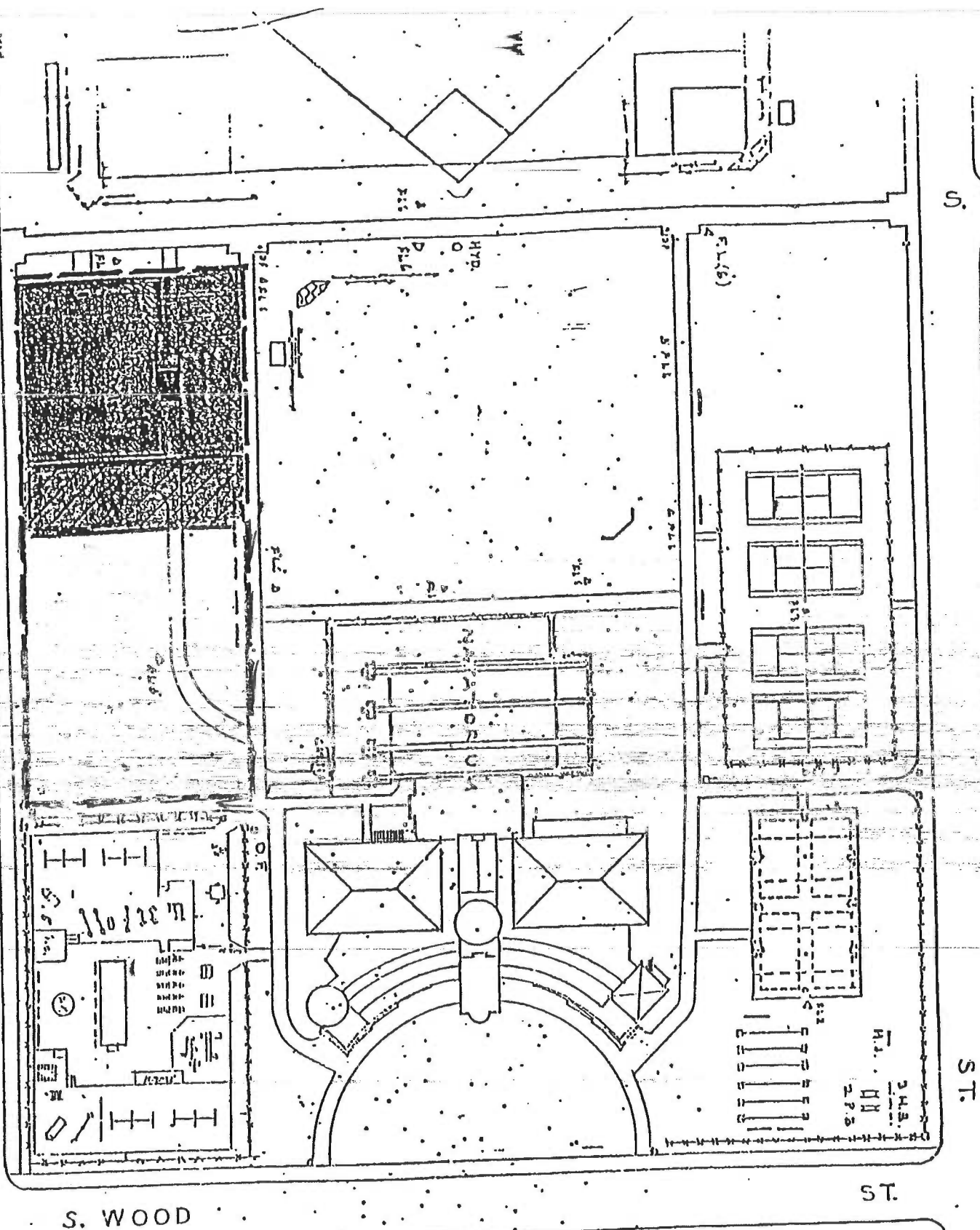
The Museum expressly understands and agrees that any insurance maintained by the Chicago Park District shall apply in excess of and not contribute with insurance provided by the Museum.

If the Museum desires additional coverage, higher limits of liability, or other modifications for its own protection, the Museum shall be responsible for the acquisition and cost of such additional protection.

The Chicago Park District maintains the right to modify, delete, alter or change these requirements.

s:\Legal\ldk\insurance\mes\43097

EXHIBIT A



MEXICAN MUSEUM OF FINE ARTS

W. 19th ST.

S. WOOD

S. ST.

S. ST.

MUSEUM Grounds

Additional Real Property

AMENDED AGREEMENT

THIS AMENDED AGREEMENT, made and entered into this 30 day of September, 1987, by and between MEXICAN FINE ARTS CENTER, a corporation not for pecuniary profit, organized under the laws of the State of Illinois (hereinafter referred to as the "CENTER"), party of the first part, and the CHICAGO PARK DISTRICT, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as the "DISTRICT"), party of the second part.

WITNESSETH

WHEREAS, the DISTRICT and the CENTER originally entered into an Agreement on January 14, 1986 for use of the premises for a museum of Mexican culture and related cultural programs;

WHEREAS, the CENTER was founded for the purpose of sponsoring special events and exhibits which exemplify the rich variety of visual and performing arts found in the Mexican culture and to encourage the professional development of local Mexican-American artists;

WHEREAS, with these purposes in mind, the CENTER agrees to operate and maintain a museum for the purpose of developing educational programs for individuals interested in gaining knowledge about Mexican fine arts; and

WHEREAS, the CENTER has secured assurances from many corporations and other responsible members of the public to create an adequate fund in order to remodel, repair, and renovate the old boat house at Harrison Park, 18th and Damen Avenue, Chicago, Illinois, (hereinafter referred to as the "PREMISES");

WHEREAS, the CENTER now needs additional space to operate and maintain its aforementioned museum and educational program;

NOW, THEREFORE, in consideration of the PREMISES and of the mutual covenants and agreements herein contained, the parties hereto hereby agree to enter into this Amended Agreement, which shall supercede the original Agreement in total, as follows:

ARTICLE ONE

The DISTRICT agrees to make the PREMISES available to the CENTER for use as a museum on the terms and conditions set forth herein for the care, study, teaching and exhibition of the various areas of the history, culture and art of the Mexican people. The CENTER shall operate and maintain the museum in a manner satisfactory to the Executive Vice President of the DISTRICT (hereinafter referred to as the "Executive Vice President"), at no cost or expense to the DISTRICT. The PREMISES shall be known as the MEXICAN FINE ARTS CENTER MUSEUM, and that name shall be

affixed to the PREMISES in a manner and form as approved by the Executive Vice President.

ARTICLE TWO

The CENTER shall furnish and provide all materials, work, labor, services, and equipment necessary to remodel, repair, and renovate the PREMISES at no cost or expense to the DISTRICT. In all cases, the Executive Vice President of the DISTRICT, shall decide every dispute or disagreement which may arise relative to the performance of the work as provided in this Paragraph and his decision shall be conclusive on each of the parties of this Agreement.

ARTICLE THREE

The Executive Vice President shall have the right to approve, in writing, design drawings and specifications for the work necessary to remodel, repair, and renovate the PREMISES. Any and all changes to design drawings and specifications originally submitted by the CENTER and approved by the Executive Vice President shall also be approved, in writing, by the Executive Vice President.

ARTICLE FOUR

The CENTER shall have the full responsibility for the work necessary to remodel, repair and renovate the PREMISES and will indemnify and hold harmless the DISTRICT, its officers, agents and employees from any claims, liability, damages, costs, liens, and expenses arising out of such work. Prior to the commencement of any work pursuant to this Amended Agreement, the CENTER shall obtain and keep in force and effect and require its subcontractor(s) to obtain and keep in force and effect all customary forms of insurance with the DISTRICT named as an additional insured as its interests may appear including but not limited to comprehensive general liability, comprehensive automobile liability and Worker's Compensation. All of the insurance required pursuant to this paragraph shall be in amounts and with such carriers as shall be approved by the Treasurer of the DISTRICT. Certificates of such insurance containing a non-cancellation without notice clause shall be furnished to the Treasurer of the DISTRICT.

ARTICLE FIVE

The CENTER shall occupy that portion of the PREMISES as set forth in this paragraph and described on Amended Exhibit "A" attached hereto and by reference incorporated herein:

Exclusive Use By CENTER

- a. Mexican Fine Arts Center
- b. Courtyard
- c. Lobby
- d. New Control Counter
- e. The existing landscape maintenance area,
as shown on the attached Amended Exhibit "A".

Shared Use By CENTER and DISTRICT

- a. Women's Toilet Facilities
- b. Men's Toilet Facilities
- c. Corridor

Exclusive Use By DISTRICT

- a. Boat Craft Room
- b. Boiler Room - East and West
- c. New Storage Room
- d. Existing Electric Vault

On August 1, 1988, the CENTER shall obtain exclusive use of the areas shared by the CENTER and the DISTRICT as well as the areas exclusively used by the DISTRICT. As such, the CENTER on August 1, 1988 will obtain use of the entire PREMISES.

It is further understood and agreed that the CENTER shall post signage in the lobby of the PREMISES indicating that the PREMISES belongs to the DISTRICT.

ARTICLE SIX

It is understood and agreed all utility costs including gas, electric and water charges shall be allocated to the DISTRICT

and the CENTER on a pro rata basis as determined by the square footage shared and occupied by each of the parties.

The Center's utility failure to pay costs shall be grounds to terminate this Amended Agreement pursuant to the procedures as outlined in Article Twelve (12) hereinafter.

ARTICLE SEVEN

In addition to the construction insurance required pursuant to paragraph 5 above, the CENTER shall provide, at its sole cost and expense, insurance against all types of public liabilities in such amounts and with such carriers as shall be approved by the Treasurer of the DISTRICT. All such insurance provided by the CENTER shall name the DISTRICT as an additional insured as its interests may appear. Certificates of such insurance containing a noncancellation without notice clause shall be furnished to the Treasurer of the DISTRICT.

ARTICLE EIGHT

So long as the PREMISES shall be maintained in good order and condition pursuant to the terms of this Amended Agreement, the CENTER may charge an admission fee to the extent authorized and permitted by the DISTRICT. All proceeds of such admission fees shall be used for the operation and maintenance of the PREMISES. Each year the CENTER shall furnish to the Executive

Vice President a detailed statement of the receipts from admission fees and the cost of the operation and maintenance of the PREMISES.

ARTICLE NINE

This Amended Agreement does not in any way create the relationship of joint venture or partnership between the DISTRICT and the CENTER.

ARTICLE TEN

It is expressly understood and agreed that the CENTER shall conduct its operations pursuant to the terms of this Amended Agreement, in full compliance with all applicable laws including ordinances of the Chicago Park District, ordinances of the City of Chicago, laws of the State of Illinois, laws of the United States of America and lawful orders and regulations of any duly constituted governmental agency or authority.

ARTICLE ELEVEN

The CENTER shall at all times during the term of the original Agreement and this amendment hold harmless the DISTRICT, its officers, agents and employees from and against any and all

actions, claims, demands, damages, liabilities, costs and expenses (including attorney's fees, interest, and litigation expenses) sustained or incurred by reason of any negligent act or negligent omission of the CENTER, including but not limited to, any and all acts arising from or incidental to or growing out of the performance of its obligations pursuant to the terms of this Amended Agreement.

ARTICLE TWELVE

The CENTER agrees that if default shall be made by it in keeping or performing any of the terms and conditions of this Amended Agreement, and is so notified in writing by the Executive Vice President specifying in such notice the conditions resulting in such default which must be corrected, and if such default is not corrected by the CENTER within a period of thirty (30) days following the giving of such notice, then this Amended Agreement, at the option of the DISTRICT, shall be declared forfeited and terminated.

Upon termination of this Amended Agreement, the CENTER shall forthwith remove all property belonging to it and shall vacate the PREMISES. If the CENTER shall fail to remove the property and to vacate the PREMISES, the DISTRICT shall have the right to enter upon and occupy the PREMISES and remove said property.

ARTICLE THIRTEEN

In the event any questions or disputes as to the meaning or requirements of anything in this Amended Agreement, the matter shall at once be referred for consideration and decision to the Executive Vice President, whose decision thereon shall be final and binding on both parties hereto.

ARTICLE FOURTEEN

All notices pertaining to this Amended Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the United States Postal Service first class mail, postage prepaid as follows:

To the DISTRICT:

Chicago Park District
Executive Vice President
425 East McPetridge Drive
Chicago, Illinois 60605

To the CENTER:

MEXICAN FINE ARTS CENTER
1852 West 19th Street
Chicago, Illinois 60608

The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given.

ARTICLE FIFTEEN

The CENTER shall not assign any rights or delegate any duties hereunder without the express prior written consent of the Executive Vice President.

ARTICLE SIXTEEN

This writing contains the entire Amended Agreement of the parties. No representations have been made or relied upon by either party, other than those that are expressly set forth in these documents.

ARTICLE SEVENTEEN

The validity, interpretation and performances of this Amended Agreement shall be controlled by and construed under the laws of the State of Illinois.

ARTICLE EIGHTEEN

This Amended Agreement has been executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

ARTICLE NINETEEN

The individual officers, agents and employees of the CENTER and the DISTRICT who have executed this Amended Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Amended Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employer.

ARTICLE TWENTY

This Amended Agreement herein provides that the term of this Agreement between the CENTER and the DISTRICT which shall be in effect until January 14, 1996, provided the CENTER has fulfilled its obligations and responsibilities as outlined herein . At that time, the parties shall reconsider the renewal or revision of this Amended Agreement.

IN WITNESS WHEREOF, THE MEXICAN FINE ARTS CENTER and the CHICAGO PARK DISTRICT pursuant to proper and duly authorized authority have caused this Agreement to be executed in their corporate names by their respective presidents and their corporate seals to be hereunto affixed, attested by their secretaries.

DATED at Chicago, Illinois this 30 day of September, 1987.

CHICAGO PARK DISTRICT

B

President

ATTEST:

Secretary

SEAL

APPROVED AS TO FORM

Attorney

By

President

ATTEST:

Secretary

SEAL

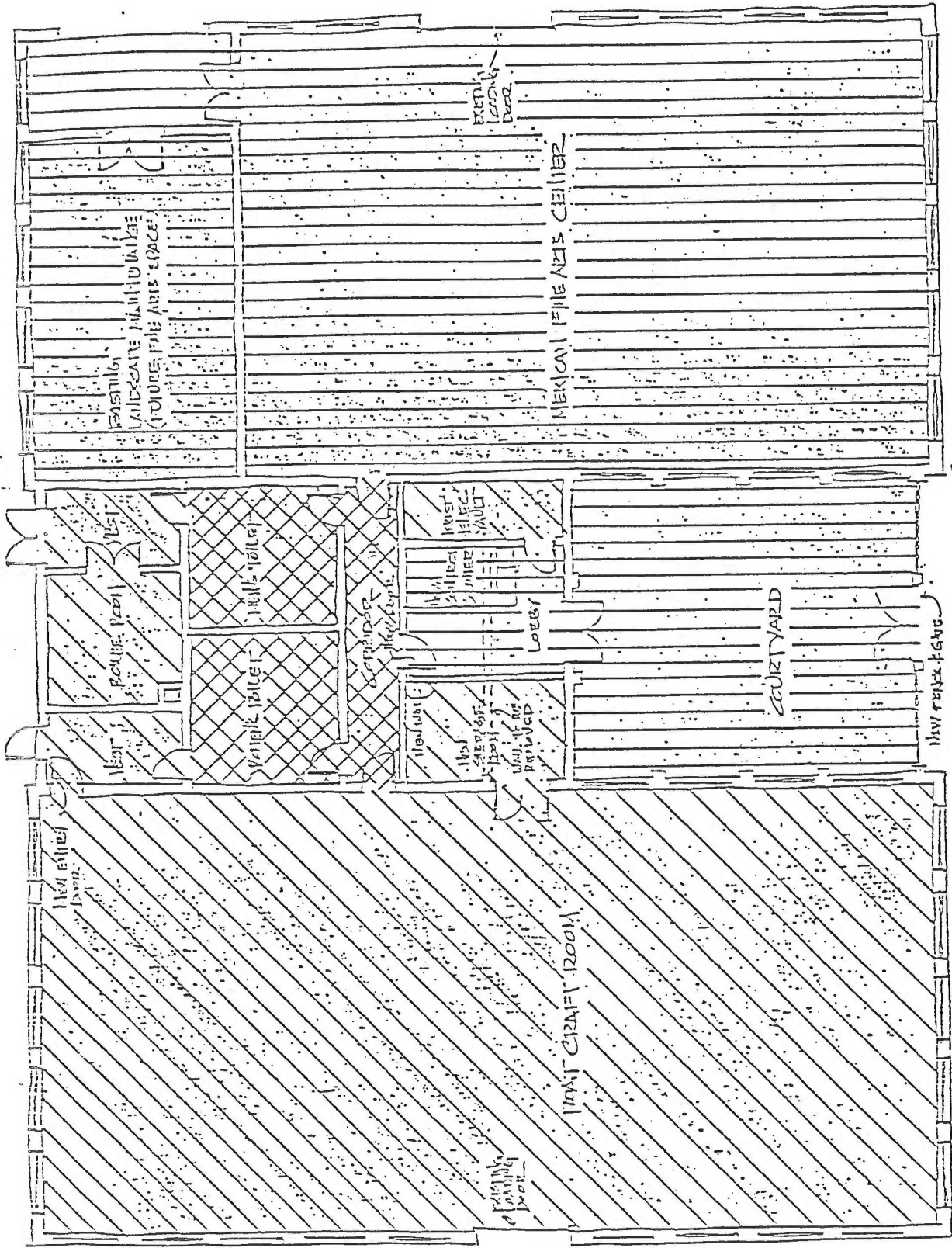
APPROVED:

Executive Vice President

APPROVED AS TO FORM
AND LEGALITY:

General Attorney

AMENDED EXHIBIT A (incorporates proposed amendments)



PARK DISTRICT FACILITIES
 MEXICAN FILE AXIS CENTER
 SHARED FACILITIES

25 10 15 25 30 feet
 10 15 25 30 feet

FLOOR PLAN
 PROPOSED FOR THE MEXICAN
 FILE AXIS CENTER, BUILDING FOR
 MARLSON PARK

On Aug. 1, 1988, the Center would assume exclusive use
 of the entire facility.