

**LICENSE AGREEMENT FOR PARKING LOT AT  
6155-59 S. DAMEN, CHICAGO, ILLINOIS  
BETWEEN ONE IN CHRIST M.B.C., AS LICENSOR, AND  
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS LICENSE AGREEMENT ("License") is entered into as of July 1, 2009 (the "Effective Date") between ONE IN CHRIST M.B.C. ("Licensor"), and the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate ("Licensee").

**RECITALS**

A. Licensor is the owner of the following property:

Parking Lot ("Parking Lot")  
6155-59 South Damen  
Chicago, Illinois 60659

B. Licensor desires to license the Parking Lot to Licensee, for parking by Licensee's teachers, staff and patrons of Lindblom High School, at all times except: (i) Sundays from 8:00 a.m. to 3:00 p.m.; and (ii) at those certain times, to be determined and agreed to in writing, when Licensor holds special events ("Usage Times").

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT/TERM.** Licensor hereby licenses the Parking Lot to Licensee upon the terms and conditions hereinafter set forth, for a five (5) year term commencing July 1, 2009 and ending on June 30, 2014 (the "Term"). Licensee shall have the right to terminate this agreement for any or no reason upon 60 days written notice to Licensor.
2. **USE.** Licensee shall have the right to use the entire Parking Lot for parking for the teachers, staff and patrons of Lindblom School during the Usage Times.
3. **LICENSE FEE.** The license fee shall be Forty-Two Thousand and 00/100 Dollars (\$42,000.00) per annum for each year of the Term, payable in monthly installments of \$3,500.00.
4. **MAINTENANCE AND SNOW REMOVAL.** Licensee shall snow plow the Parking Lot and provide general maintenance of the Parking Lot during its Usage Times. Licensee shall have the right to make improvements to the Parking Lot, as needed, upon notification to Licensor.
5. **INSURANCE.** Licensee is self-insured with regard to liability for at least One Million and 00/100 Dollars (\$1,000,000.00). Licensee agrees that it shall maintain such self-insurance, or obtain policies in like amount, throughout the Term. As long as Licensee is self-insured, Licensee shall maintain adequate retention limits to insure its liability hereunder and shall provide, if requested, to Licensor a certificate of self-insurance naming the Licensor as an additional insured thereunder.

6. **LICENSEE DEFAULT.** If Licensee defaults under any term or covenant hereunder, and such failure shall continue for thirty (30) days after Licensor has notified the Licensee by written notice of such failure, unless in the case of such failure which cannot be remedied within thirty (30) days where Licensee shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Licensor may, but shall not be obligated to, immediately terminate this License by providing Licensee written notice as provided for herein.

7. **LICENSOR DEFAULT.** If the Licensor defaults under any covenant hereunder and such failure shall continue for thirty (30) days after Licensee has notified the Licensor by written notice of such failure, unless in the case of such failure which cannot be remedied within thirty (30) days where Licensor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Licensee may, but shall not be obligated to, terminate this License by providing Licensor written notice as provided for herein.

8. **INDEMNIFICATION.**

A. Licensee hereby agrees to indemnify and hold the Licensor harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensor as a result of Licensee's actions on or about the Parking Lot, limited, however, to only such liabilities, claims or demands which arise or are caused by Licensee's negligent acts or misconduct..

B. Licensor hereby agrees to indemnify and hold the Licensee harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensee as a result of Licensor's actions on or about the Parking Lot, limited, however, to only such liabilities, claims or demand which arise or are caused by Licensor's negligence acts or misconduct.

9. **ASSIGNMENT AND SUCCESSORS AND ASSIGNS.**

A. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensor's prior written consent. Licensor shall have the right at any time to transfer or assign its interest under this Agreement.

B. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this Agreement shall likewise be binding upon the successors and permitted assigns of Licensee, it shall not inure to the benefit of Licensee's unpermitted assigns.

10. **NOTICES.** All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served and effective (a) as of the day of delivery if delivered in person, by messenger, overnight delivery service or (b) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Licensor:           One In Christ M.B.C.  
                                  9137 S. Komensky  
                                  Oak Lawn, Illinois 60453  
                                  Attention: Pastor Oren Swift

If to Licensee: BOARD OF EDUCATION OF THE CITY OF CHICAGO  
125 South Clark Street, 17<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Director of Real Estate

With a copy to: BOARD OF EDUCATION OF THE CITY OF CHICAGO  
125 South Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: General Counsel

Either party may, from time to time, change the names and addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

11. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this License have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

12. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this License do hereby individually represent and warrant that they have full power and lawful authority to execute this License and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

13. **SEVERABILITY.** In the event that any provisions of this License is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this License shall remain in full force and effect.

14. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Licensee 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 of Licensee during the one year period following expiration or other termination of their terms of office.

15. **INDEBTEDNESS.** Licensor agrees to comply with the Licensee's Indebtedness Policy adopted July 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

16. **INSPECTOR GENERAL.** Each party to this Agreement hereby acknowledges 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.

17. **ETHICS.** The Licensee's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time is incorporated into and made part of this Lease.

18. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Licensor agrees that any

expenditures beyond the Licensee's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

LICENSEE:

LICENSOR:

BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

ONE IN CHRIST M.B.C.

By: Michael Scott  
Name: Michael W. Scott  
Title: President

By: Oren Swift  
Name: One In Christ M.B.C.  
Title: pastor

Attest: Estela H. Beltran 7/7/09  
Name: Estela Beltran  
Title: Secretary

Board Report No.: 09-0527-OP4

Approved as to Legal Form:

Patrick J. Rocks  
Patrick J. Rocks, General Counsel