

PARKING LOT USE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is effective as of April 1, 2012, ("Effective Date"), and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate ("**Licensor**") and Blk & Wht Valet, LLC ("**Licensee**").

RECITALS:

A. Licensor is the beneficial owner of the parking area located at **1420 West Grace Street, Chicago, Illinois**. The parking area is located adjacent to **Blaine Elementary School** (the "School"); and

B. Licensor has made the parking area available for a use license, known as License Number 12BLAI-1420GRAC, **Monday through Friday, from 4:00 p.m. until 7:00 a.m., and Saturday, Sunday and holidays, for 24-hour use**. Licensee desires to license the parking area (the "Premises") under License Number 12BLAI-1420GRAC for parking under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other goods and valuable consideration in hand paid, and in consideration of the mutual promises and covenants set forth in this License, the parties agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee the non-exclusive right, privilege and permission, subject to the terms and provisions of this License, to possess and occupy the Premises for the sole purpose as defined and set forth below, and only during the time periods set forth above.
2. **Term of License.** The term of this License shall commence on the **Effective Date and end March 31, 2015 ("Term")**, unless terminated sooner in accordance with paragraph 3 of this License.
3. **Early Termination.** The Licensor shall have the right to terminate this License with or without cause, upon thirty (30) days written notice to Licensee as provided in paragraph 22 herein.
4. **Limitations to License.** Licensee hereby acknowledges and agrees that the License granted hereunder is subject to certain limitations and restrictions, namely:
 - A. Licensee may only use the Premises during the time period set forth herein and for the sole purpose of providing parking for customers and patrons in the area of the School (the "Use");
 - B. Licensee's use of the Premises shall not be exclusive. Licensee acknowledges and agrees that Licensor has a separate license agreement with Holy Trinity Church for use of the Premises on Sundays from 9:30 a.m. until 12:30 p.m. Licensor shall also have the right to use the Premises for its own purposes, which shall take priority over Licensee's right of Use hereunder for special functions, including but not limited to, graduation, report card pickup day, local school council meetings, sporting events and parent/teacher conferences ("**Licensor Special Events**"). Upon Licensee's request, the School principal shall provide the School's calendar to Licensee when available. In addition, the School principal shall notify Licensee of the dates and times of any Licensor Special Events if such events are not shown on the School calendar; and
 - C. Ingress and egress to and from the Premises shall be from North Southport Avenue.
5. **License Fee.**

- A. Licensee shall pay an annual license fee of **\$60,000** payable to the School in monthly installments of \$5,000 ("Monthly License Fee).
 - B. Each Monthly License Fee is due on the first (1st) day of each month during the Term. Any Monthly License Fee not received in full by the School by the tenth (10th) day after its due date shall be assessed a late payment fee equal to five percent (5%) of the total amount of the outstanding Monthly License Fee.
6. **Costs and Expenses.** Any and all costs, expenses or fees arising out of or relating to the grant of this License to Licensee shall be borne by Licensee, including, without limitation, permit or approval fees, taxes, physical improvements, ongoing preventative maintenance and insurance premiums.
7. **Compliance with Laws.** Licensee shall, at all times during the Term, comply (and shall cause its members, employees and agents, to comply) with all laws, codes, statues, ordinances and regulations applicable to this License and Licensee's Use of the Premises. In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises at the times and for the purpose stated herein.
8. **Maintenance.** At all times during the Term:
 - A. Licensee shall, at its sole cost and expense, maintain the Premises in its current condition or better and, at the expiration of this License, the Premises will be turned over in the same condition as received or better;
 - B. Licensee shall, at its sole cost and expense, repair any damage to the Premises caused by Licensee, or by its members, patrons, employees or agents; and
 - C. During the term, Licensee shall, at its sole cost and expense, keep the Premises free of all debris, bottles, trash and snow. When snow accumulates to two inches or more on the Premises, Licensee shall be responsible for the plowing and removal of such snow during the Term.
9. **Signage, Alterations and Modifications.**
 - A. Licensee shall not without (i) prior written consent from Licensor; and (ii) written proof the Premises is zoned to allow any such signage, place any signage on, or otherwise alter, modify, improve or change the Premises. Any request from Licensee to place signage on, or otherwise alter, modify, improve or change the Premises must include drawings or a detailed written proposal of any such requested changes. Any and all such Licensor approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of Licensee.
 - B. In addition to the foregoing, the parties acknowledge and agree that no equipment or fixtures may be placed on the Premises by Licensee without first receiving Licensor's written consent. Further, Licensor agrees that if any approved equipment is installed that restricts access to the Premises, Licensor shall ensure such equipment will not prohibit or hinder use of the Premises outside the days and times of Licensor's permitted Use.
 - C. Prior to installing any such approved equipment on the Premises, Licensee shall pay to Licensor a deposit in the amount of \$3,000 ("Equipment Deposit"). If Licensor places approved equipment or fixtures on the Premises, the parties agree that upon termination of this Agreement (after any extensions or renewals hereof), Licensee shall, at its sole cost, remove all equipment and fixtures from the Premises and restore the Premises to its original condition as it existed at the commencement of

this Agreement. In the event Licensee fails to restore the Premises to the condition required herein within ten (10) days after expiration of Licensee's Use, Licensors shall use the Equipment Deposit to restore the Premises. In the event the actual cost of restoring the Premises exceeds the amount of the Equipment Deposit, Licensors shall provide notice of such additional amount to Licensee, and Licensee shall pay to Licensors any such amount within thirty (30) days after written notice from Licensors. If the Premises are restored as required in this License, Licensors shall return any Equipment Deposit to Licensee within sixty (60) days of Licensee's completion of any required restoration.

10. Indemnification. Licensee agrees to defend, indemnify and hold harmless the Licensors, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Licensee, its officials, agents and employees and subcontractors in the performance of this License.

Licensee shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Licensors in any such action, Licensee shall, at its sole cost and expense, satisfy and discharge such obligation of the Licensors. Licensors shall have the right, at its own expense, to participate in the defense of any suit, without relieving Licensee of any of its obligations hereunder. Licensors retains final approval of any and all settlements or legal strategies which involve the interest of Licensors.

The indemnities set forth herein shall survive the expiration or termination of this License.

11. Assumption of Risk. Licensee acknowledges and agrees that by Use of the Premises, Licensee assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Licensors. Licensee further agrees that it is familiar with the condition of the Premises and the suitability of the Premises for its intended Use and accepts the Premises on an "AS-IS" "WHERE-IS" basis. Licensee forever releases Licensors, its agents, manager, affiliates and employees from and against any and all of Licensee's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. Licensors, its agents, manager, affiliates and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of Licensors or its employees resulted in the loss or damages. This is a license. No bailment is created. Employees are not authorized to change, or accept changes to, the terms contained herein.

12. Security. Licensee acknowledges that as of the Effective Date and at all times during the Term, it shall maintain security measures appropriate to reasonably protect the Premises, including the staffing of personnel as may be reasonably necessary to safely operate the Premises for parking.

13. Insurance Requirements. Licensee must provide and maintain at Licensee's own expense, until the termination of this License, the minimum insurance coverages and requirements specified below, insuring all operations related to this License. Licensee shall provide Licensors with a certificate of such insurance upon execution of this Agreement. All insurers shall be licensed by the State of Illinois and rated A-7 or better by A.M. Best or a comparable rating service. Licensee shall submit to Licensors satisfactory evidence of insurance coverage prior to commencement of the Term and, upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:

A. **Workers Compensation and Employers Liability.** Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability

Insurance covering all Licensee's employees who perform work at the Premises, with limits of not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence.

B. **Commercial General Liability (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, and property damage liability. Coverages must include all premises and operations. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly during the Term.

C. **Automobile Liability (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with the Use of the Premises, Licensee must provide Automobile Liability Insurance, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis.

D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance.

E. **Garage keepers Legal Liability.** Garage Keepers Legal Liability with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis.

F. **Insurance Certificates.** Before the beginning of the Term and prior to Licensee's occupancy of the Premises, Licensee will have its insurance company or its representative submit an insurance certificate evidencing insurance coverage maintained by Licensee and indicating that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and such other entities as may be designated by Licensor are listed as on a primary basis without recourse or right of contribution. The Certificate must provide for sixty (60) days prior written notice to Licensor of material change, cancellation or non-renewal of any policy maintained by Licensee and, be given to:

Board of Education of the City of Chicago
Department of Risk Management
125 S. Clark St., 7th Floor
Chicago, Illinois 60603
Attn: Celeste Sullivan, Risk Manager
Fax: (773) 553- 3326

Licensee's failure to carry or document required insurance shall constitute a breach of this License and any failure by the Licensor to demand or receive proof of insurance coverage shall not constitute a waiver of Licensee's obligation to obtain the required insurance. Licensor will not allow Licensee to occupy the Premises if satisfactory proof of insurance is not provided. Licensor reserves the right to obtain copies of insurance policies and insurance records by written request at any time from the Licensee and to modify, delete, alter or change insurance requirements at any time.

Licensee shall require any subcontractors performing under this License to maintain comparable insurance which shall name Licensee, Licensor inclusive of its members,

employees and agents, and any other entity designated by Licensor as Additional Insureds. If Licensee has subcontractor(s) Licensee shall maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

14. Safety Issues. Licensee shall promptly notify Licensor's Risk Management office of any safety concerns regarding the Premises or Use of the Premises under this License. Licensee is responsible for using the Premises in a safe manner.

15. Discrimination: During the Term, Licensee shall not commit an unlawful employment practice as set forth in subparagraph 15 A below and Licensee shall be in compliance with the laws and regulations set forth in subparagraph 15 B below.

A. **Unlawful Employment Practices.** It is an unlawful employment practice for Licensee or any of its members or employees to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin. It is also an unlawful employment practice for Licensee or any of its members to subject any employees, applicants, participants, students or volunteers of Licensor to unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature when submission to or rejection of such conduct is: (i) made either explicitly or implicitly a term or condition of such person's employment, participation or receipt of services; (ii) is used as a basis for a decision affecting the individual's employment, participation or receipt of services; or (iii) has the purpose of creating an intimidating, hostile, or offensive working or learning environment.

B. **Compliance.** Licensee shall comply with the Civil Rights Act of 1964 as amended, 42 U.S.C.A., Section 2000, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act, 20 U.S.C.A. §701, *et seq.*, as amended; the Americans With Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended; the Chicago Human Rights Ordinances, MCC Ch 2-160; Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*; and the Public Works Employment Discrimination Act 775 ILCS 10/0.01 through 10/20, inclusive. Licensee shall furnish the reports and information as requested by the Licensor and the Illinois Department of Human Relations.

16. Representations and Warranties of Licensee. Licensee represents and warrants to Licensor that the following shall be true and correct as of the Effective Date of this License and shall continue to be true and correct (as may be modified from time to time, subject to Licensor approval) during the Term:

A. **Financially Solvent.** Licensee warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete the Use and perform all obligations under this License.

B. **Compliance with Laws.** Licensee is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this License and the Use of the Premises, including, but not limited to, the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace, and any others referenced in this License relating to non-discrimination. Further, Licensee is and shall remain in compliance with all Licensor policies and rules.

C. **Gratuities.** No payment, gratuity or offer of employment was made to Licensee, any of its members if a limited liability company or joint venture or, to the best of Licensee's knowledge, to any subcontractors, in relation to this License or as an inducement for award of this License. Licensee is and shall remain in compliance with all applicable anti-kickback laws and regulations.

D. **Good Standing.** Licensee, each of its members if a joint venture or limited liability company, and each of its subcontractors, if any, are not in default or have not been deemed by Licensor's Chief Purchasing Officer to be in default under any other agreement with Licensor during the five (5) year period immediately preceding the Effective Date of this License, and have not been debarred under the Licensor's Debarment Policy during the three (3) year period immediately preceding the Effective Date of this License.

E. **Authorization.** Licensee has taken all action necessary for the approval and execution of this License, and execution by the person signing on behalf of Licensee is duly authorized by Licensee and has been made with complete and full authority to commit Licensee to all terms and conditions of this License which shall constitute the valid and binding obligations of Licensee.

17. **Independent Contractor.** It is understood and agreed that the relationship of Licensee to the Licensor is and shall continue to be that of an independent contractor and neither Licensee nor any of Licensee's staff, agents, employees or subcontractors shall be entitled to receive Licensor employee benefits. It is further understood and agreed that Licensor shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Licensee, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Licensee shall be the sole responsibility of Licensee. Licensee agrees that neither Licensee nor its staff or subcontractors shall represent themselves as employees or agents of Licensor. Licensee shall provide Licensor with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

18. **Non-Liability of Licensor Officials.** Licensee agrees that no Licensor member, employee, agent, officer or official shall be personally charged by Licensee, its members if a joint venture or limited liability company, or any subcontractors with any liability or expense under this License or be held personally liable under this License to Licensee, its members if a joint venture or limited liability company, or any subcontractors.

19. **Licensee Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:

- A. Any material misrepresentation by Licensee in the inducement of this License or the Use of the Premises;
- B. Breach of any agreement, representation or warranty made by Licensee in this License;
- D. Failure of Licensee to perform in accordance with or comply with the terms and conditions of this License, including, but not limited to, the following:
 - i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Premises;
 - ii) Failure to perform in accordance with terms and conditions of this License;

- iii) Failure to remove cars, equipment and other items, belonging to Licensee and any of its employees or subcontractor or under Licensee's sole control, from the Premises at the end of the daily hours for Weekday/Weekend;
- iv) Failure to maintain sufficient personnel and equipment to ensure operation of the Premises during the Term;
- v) Failure to operate and maintain the Premises in a manner satisfactory to Licensor, or inability to operate and maintain the Premises satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- vi.) Abandonment of the Premises for reasons not beyond Licensee's reasonable control;
- vii) Failure to comply with any term of this License, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this License constituting an Event of Default;
- viii) Failure to maintain staffing and licenses as required to operate the Premises for the Use;
- ix) Default by Licensee under any other agreement Licensee may have with Licensor.
- x) Assignment by Licensee for the benefit of creditors or consent by Licensee to the appointment of a trustee or receiver or the filing by or against Licensee of any petition or proceeding under any bankruptcy, insolvency or similar law.

20. **Remedies.** The occurrence of any Event of Default which Licensee fails to cure within the specific timeframe specified in this License, or if not otherwise specifically stated, within thirty (30) calendar days after receipt of notice given in accordance with the terms of this License and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, Licensee fails to commence and continue diligent efforts to cure, in the sole opinion of Licensor, may permit Licensor to declare Licensee in default. Whether or not to declare Licensee in default is within the sole discretion of the Licensor. Written notification of an intention of the Licensor to terminate this License, in whole or in part shall be provided and shall be final and effective upon Licensee's receipt of such notice. Upon the giving of such notice as provided in this License, Licensor may invoke any or all of the following remedies:

- A. The right to take over and relicense the Premises or any part thereof, by contract or otherwise as agent for and at the cost of Licensee, either directly or through others. The Licensee shall be liable to the Licensor for any excess costs incurred by the Licensor. Any amount due Licensee under this License may be offset against amounts claimed due by Licensor.
- B. The right to terminate this License, in whole or in part effective at a time specified by the Licensor.
- C. The right to suspend Use and occupancy of the Premises during the thirty (30) day cure period if the default results from Licensee's action or failure to act which affects the safety and/or welfare of individuals in or around the Premises.
- D. The right to specific performance, an injunction or any other appropriate equitable remedy.

E. The right to receive from Licensee any and all damages incurred as a result or in consequence of an Event of Default.

F. The right to money damages.

G. The right to deem Licensee non-responsible in future agreements to be awarded by Licensor, pursuant to the Licensor's Debarment Policy on Non-Responsible Persons in Procurement Transactions (96-0522-PO2), as may be amended from time to time. If Licensor considers it to be in its best interest, it may elect not to declare Licensee in default or to terminate this License. The parties acknowledge and agree that this provision is solely for the benefit of Licensor and that, if the Licensor permits Licensee to continue to operate the Use on the Premises despite one or more Events of Default, Licensee shall in no way be relieved of any responsibilities, duties or obligations under this License nor shall the Licensee waive or relinquish any of its rights or remedies under this License or at law or equity or statute.

The remedies under this License are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time by Licensor and as often as may be deemed expedient.

21. Assignment, Sub-licensing and Successor and Assigns.

A. The interest of Licensee under this License 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 License.

B. Licensee may not sub-license any portion of its interest under this License to another party without Licensor's prior written consent.

C. This License shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this License shall likewise be binding upon the successor and permitted assigns of Licensee, it shall not inure to the benefits of Licensee's successors or unpermitted assigns.

22. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate):

If to Licensor: Board of Education of the City of Chicago
Department of Operations and Facilities, 17th Floor
125 South Clark Street
Chicago, Illinois 60603
Attn: Chief Operating Officer

With a copy to: Board of Education of the City of Chicago
Law Department, 7th Floor
125 South Clark Street
Chicago, Illinois 60603
Attn: General Counsel

If to Licensee: Blk & Wht Valet, LLC
111 North Wabash, Suite 1201
Chicago, Illinois 60602
Attn: James Weiss

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

23. 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 or intent of the paragraph to which they pertain.

24. Severability. In the event that any provision(s) 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.

25. Conflict of interest. This License is not legally binding on the Licensor 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 Licensor during the one (1) year period following expiration or other termination of their terms of office.

26. Indebtedness. Licensee agrees to comply with the Licensor's Indebtedness Policy adopted June 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.

27. Inspector general. Each party to this License 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.

28. Ethics. Licensee agrees to comply with Licensor's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which code is incorporated into and made part of this License, to the extent applicable to this License.

29. Governing law. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Licensee irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the Use of the Premises. Licensee agrees that service of process on Licensee may be made, at the option of Licensor, by either registered or certified mail to the address and to the person set forth in Section 22 below, or to such other address or person as may be designated by Licensee in writing, to the office actually maintained by Licensee or by personal delivery on any officer, director or managing or general agent of Licensee. If any action is brought by Licensee against Licensor concerning this License, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

30. **No Third Party Beneficiary.** This License is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

31. **Entire License and Amendment.** The License, including all exhibits and referenced documents, constitutes the entire License of the parties with respect to the matters contained herein. No modification of or amendment to the License shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the License, are of no force or effect.

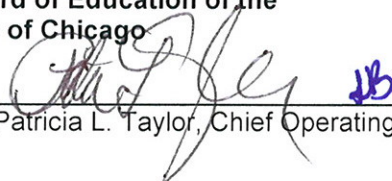
32. **Local School Council Approval.** This License is subject to approval of the members of the School's Local School Council.

33. **Agreement to be Posted Online.** The parties acknowledge that in accordance with 105 ILCS 5/34-220, this License and any amendment or renewal thereof will be posted on the CPS Internet website for the duration of the License."

IN WITNESS WHEREOF, the parties hereto have executed this License as of the Effective Date.

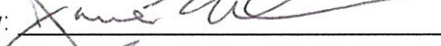
LICENSOR:

**Board of Education of the
City of Chicago**

By: 
Patricia L. Taylor, Chief Operating Officer

LICENSEE:

Blk & Wht Valet, LLC

By: 
Name: James Weiss
Title: Managing member
Date: 3-19-2012