

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("this Agreement") is made and entered into as of the Second (2nd) day of June, 2012 ("the Effective Date"), between the **Board of Education of the City of Chicago**, a body politic and corporate ("Licensor") and **Wheaton Christian Center Church**, an Illinois non-profit corporation ("Licensee").

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the entire parking lot, gymnasium, and two (2) classes number 105 and 106 ("the Premises"), located at the **Edward K. Ellington Primary School** ("the School") for the sole purpose of providing church services and parking lot for Licensee's members ("the Use"), and only during the time periods expressed herein.
2. Limitation on License. Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:
 - A. Licensee shall have the right to utilize the Premises only on the following days and times: **Sundays between 9:45 a.m. and 12:45 p.m.**;
 - B. Ingress and egress from the parking lot is from Central;
 - C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to School operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) without any reduction in the License Fee, upon not less than twenty-four (24) hours notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, graduation, report card pickup day and parent/teacher conferences.
3. Term of License. The term of this Agreement shall be from **June 2, 2012 to June 1, 2013** ("the Term"). Notwithstanding the foregoing, either party may terminate this Agreement, at any time, with or without cause, by providing **60** days prior written notice to the other party.
4. License Fee. Licensee shall pay, directly to the school, an annual license fee of Thirty Four Thousand Eight Hundred and Fourteen dollars and no cents \$ **34,814**, payable in advance, in weekly installments of Six Hundred Sixty Nine dollars and fifty cents \$**669.50** (the "**weekly fee**"). The weekly installment payments shall be due on the Monday of each week.
5. Costs and Expenses. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, and insurance premiums. To the extent Licensor is obligated to pay any of the preceding costs,

expenses or fees, Licensee shall reimburse Licensor within five (5) days after receipt of written notice from Licensor regarding the same.

6. Compliance with Laws. Licensee shall, at all times during the Term, and any renewal thereof, comply (and shall cause its invitees, employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Licensee's Use. In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises for the Use stated herein.

7. Maintenance.

- A. Licensee shall be responsible for normal maintenance of the Premises during the Use.
- B. Licensee shall repair any damage to the Premises caused by Licensee, or by its members, invitees, employees or agents.
- C. Licensee shall, at all times during the Use, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash.
- D. Licensee shall be responsible for all snow removal. If Licensee fails to so remove snow or requests Licensor to so remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the plowing.

8. Alterations and Modifications. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement.

9. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the possession, occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

10. Waiver of Claims. To the fullest extent permitted by law, Licensee hereby releases Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof.

11. Insurance. Licensee shall, at its sole cost and expense, maintain for the duration of this Agreement the following insurance coverages: Comprehensive General Liability Insurance with limits not less than \$1,000,000 in a combined single limit for both injury and property damage. This insurance shall

also provide that there will be no cancellation unless the Board receives fifteen (15) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensor and Licensee. All such insurance shall be in form and substance satisfactory to Licensor, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensor, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to Licensor and to: Real Estate Department, Board of Education of the City of Chicago, Suite 1700,125 South Clark Street, Chicago, Illinois 60603. Each policy of insurance required hereunder shall name as additional insureds, by specific endorsement, Licensor and any other parties which may be designated in writing by Licensor. Each such policy shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Licensor and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Licensor or such other additional insureds.

12. Condition of Premises. No agreements or representations have been made to Licensee regarding the condition of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Premises and accepts the Premises as being free from defects and in good, clean and sanitary order, condition and repair.

13. Return of Premises. Upon the termination of this Agreement, Licensee shall immediately vacate and surrender the Premises; returning the same to Licensor in the condition required by Section 7 above.

14. Default. If Licensee fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensor may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensor may have at law and/or in equity, terminate this Agreement.

15. Late Fee. For any periodic payment due under this Agreement, if such periodic payment is not received in full by Licensor by the tenth (10th) day after its due date, Licensee shall be assessed a late fee equal to five percent (5%) of the total amount of any such periodic payment when due.

16. Assignment and Successors & 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 successors or unpermitted assigns.

17. 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 addresses as either party may subsequently designate):

If to Licensor:

Board of Education of the City of Chicago

Department of Operations
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attn: Director of Facilities Operations

with a copy to:

Board of Education of the City of Chicago
Law Department

125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel

If to Licensee:

Wheaton Christian Center Church
610 East North Avenue
Attn: Sharon Ward
Phone: 630.878.6244

Or

Attn: Paul Arluurs
Phone: 630.553.1044

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

18. 105 ILCS 5/34 Provisions.

A. This Agreement 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 during the one-year period following expiration or other termination of their terms of office.

B. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the 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.

19. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

20. Board of Education Ethics Code. The Board of Education Ethics Code (04-0623-PO4), adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

21. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

22. Entire Agreement. This Agreement represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral.

This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.

23. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
24. Exhibits. Any exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.
25. No Third Party Beneficiary. This Agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


LICENSOR:

**BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

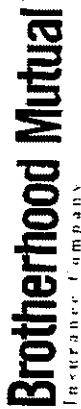
By: 
Name: Liza Balsiron
Title: Director of Real Estate

LICENSEE:

WHEATON CHRISTIAN CHURCH

By: 
Name: Patricia Walters
Title: Pastor

Board Rule: 7-15



"Bear ye one another's burdens and
so fulfill the law of Christ."

Galatians 6:2

MinistryFirst
Page 1 of 1

AGREEMENT
In return for the payment of the premium and subject to all the terms of the policy,
we agree to provide the insurance stated in the policy.

COMMON POLICY DECLARATIONS

NAMED INSURED
WHEATON CHRISTIAN CENTER
PO BOX 88880
CAROL STREAM IL 60188
Policy Number: 12MFA0335874
Amended Effective: 04/13/12
See POLICY CHANGE HISTORY

POLICY PERIOD

3 YEAR(S) FROM 04/10/10 TO 04/10/13 12:01 A.M. AT DECLARED PREMISES

TYPE OF OPERATION: Church / School
FORM OF ORGANIZATION: CORPORATION

This policy consists of the following coverage parts for which a form number is indicated.

BASIC POLICY FORMS

FORM NAME	FORM NO.	FORM NAME	FORM NO.
Common Policy Conditions	CL100 1.0	Amendatory Endorsement	CL300 1.0
Intro-Table of Contents	CP1 1.0	General Conditions Prop	BCP100 3.0
System Equip Breakdown	BSER100 2.2	Commercial Liab Coverage	GL100 1.0

BCL301 1.0

CLO120 10 08

ENLB 1.0

BCL100IL 1.1

BN-6-ADXIL 3

LOC/BLDG

0101 610 E NORTH AVE
0301 1 NORTH LINCOLNWAY RT 31 & STA NORTH AURORA IL

DECLARED PREMISES

CAROL STREAM IL
CHURCH
CHURCH

OCCUPANCY

CHURCH
CHURCH

SCHEDULE OF LOCATIONS

ANNUAL PREMIUM: \$ 26,224 *

A \$ 46.93 additional premium applies from 04/13/12 to 06/10/12.
Terrorism Premium Charge: \$ 2,290.00 - See Notice Form BN-6-ADXIL
* Including Excess Liability Premium.

This premium is subject to adjustment at each Anniversary.

PAYMENT PLAN: MONTHLY

This premium is subject to adjustment due to premium audit provision.
COUNTERSIGNED *[Signature]* **AUTHORIZED REPRESENTATIVE** DATE 11/13/12

AGENCY / AGENT NO. KULIN-SOHN INSURANCE AGCY INC #0274-002
ARLINGTON HGTS IL 60006
847-991-4280

CP1 (03/06)

The Home Office Address of Brotherhood Mutual Insurance Co. is P.O. Box 2227, Fort Wayne, IN., 46801-2227 120424



"Bear ye one another's burdens and so fulfill the law of Christ"

Galatians 6:2

COMMERCIAL PROPERTY DECLARATIONS

Named Insured: WHEATON CHRISTIAN CENTER

Policy Number: 12MKA03335874

Policy Period: 04/10/10 TO 04/10/13

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed herein are provided, subject to the terms of the designated coverage form, and any other applicable forms or endorsements.

Property Deductible: \$1,000 (Excl. EQ and Opt. Coverages See Below) Glass Deductible: \$250

SCHEDULE OF BUILDINGS AND PERSONAL PROPERTY

LOC #	BLDG	TYPE OF PROPERTY	LIMIT OF INSURANCE	COINSURANCE	EQ DED	VALUATION	AUTO INCR	PERIL FORM
	0101	CHURCH BLDG	13,317,000	AGREED AMT	N/A	RC	0%	BCP85 3.0
	0101	CHURCH PERS PROP	2,300,000	AGREED AMT	N/A	RC	0%	BCP85 3.0
	0301	CHURCH PERS PROP	150,000	AGREED AMT	N/A	RC	0%	BCP85 3.0

SCHEDULE OF OPTIONAL COVERAGES

LOC #	BLDG	DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	FORM NUMBER
	ALL	Fidelity Bond	10,000	N/A	BCP37A 2.3
	ALL	Theft M & S	15,000	\$250	BCP35 3.0
	ALL	Sewer/Drain	See Form	\$1,000	BCP135 2.2
	ALL	Prop Protect+	See Form	\$1,000	BCP25A 3.0
	ALL	Sys Eq Bkdnw	1,000,002	N/A	BSEB100 2.2
	ALL	Loss of Donat	100,000	N/A	BCP937 3.0
	ALL	Extra Expense	See Form	\$1,000	BCP12 3.0
	ALL	Interior Dmg	See Form	\$1,000	RCP49 1.1

RC-REFL COST

MORTGAGEES / ADDITIONAL INTERESTS

1ST CENTENNIAL BANK
 10 POINTE DRIVE
 BREB CA 92821
 MORTGAGEE
 Loan No.: C04887101282155

OTHER PROPERTY FORMS

BCP01821L 1.2	RCP0643 01 08	BCP12G 2.2	BCP500 1.0	BCP88IL 2.2
BN100 1.0	BN12V 1.0	BN15 1.0	BN25 1.1	CP0171 10 08
CP614 1.0	EX065IX 3.0			



COMMERCIAL PROPERTY DECLARATIONS

Named Insured: WHEATON CHRISTIAN CENTER

Policy Number: 12MRA0335874

Policy Period: 04/10/10 TO 04/10/13

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed herein are provided, subject to the terms of the designated coverage form, and any other applicable forms or endorsements.

Property Deductible: \$1,000 (Excl. EQ and Opt. Coverages - See Below) Glass Deductible: \$250

SCHEDULE OF BUILDINGS AND PERSONAL PROPERTY

LOC & BLDG	TYPE OF PROPERTY	LIMIT OF INSURANCE	COINSURANCE	EQ DED	VALUATION	AUTO INCR	PERIL FORM

SCHEDULE OF OPTIONAL COVERAGES

LOC & BLDG	DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	FORM NUMBER
ALL	Terrorism	15,767,000	\$1,000	BCL0600X 3.0
ALL	Lab Clean-up	100,000	\$1,000	BCP124 1.0

MORTGAGEES / ADDITIONAL INTERESTS

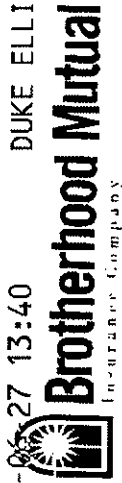
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OTHER PROPERTY FORMS

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"Bear ye one another's burdens and
so fulfill the law of Christ."

Galatians 6:2



INLAND MARINE DECLARATIONS

Page 1 of 1

Named Insured: WHEATON CHRISTIAN CENTER

Policy Number: 12MRA0335874

Policy Period: 04/10/10 TO 04/10/13

INLAND MARINE COVERAGES

LOC & BLDG	DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	FORM NUMBER
ALL	TM Sound Tq	24,782	\$250	IM1500 10 09

ADDITIONAL INTERESTS

OTHER INLAND MARINE FORMS



Brotherhood Mutual
Insurance Company

"Bear ye one another's burdens and
so fulfill the law of Christ."

Galatians 6:2

COMMERCIAL LIABILITY DECLARATIONS

Named Insured: WHEATON CHRISTIAN CENTER

Page 1 of 1

Policy Number: 12MRAG335874

Policy Period: 04/10/10 - 04/10/13

The Coverages listed herein are provided subject to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such limit applies. For application of limits, see Liability and Medical Coverage form (BGL 11).

SCHEDULE OF LIMITS

POLICY LIMITS	GENERAL OCCURRENCE LIMIT (\$)	GENERAL AGGREGATE LIMIT (\$)
	2,000,000	5,000,000

PRINCIPAL COVERAGES	(Coverage Designation)	FORM	COVERAGE LIMIT (\$)	COVERAGE AGGREGATE LIMIT (\$)
Bodily Injury/Property Damage Liab.	(L)	GL100 1.0	2,000,000*	6,000,000*
Medical Payments	(M)	GL100 1.0	5,000*per person	6,000,000*
Products/Completed Work	(N)	GL100 1.0	2,000,000*	6,000,000*
Fire Legal Liability	(O)	BGL9511L 2.2	300,000*	900,000*

ADDITIONAL COVERAGES/INCLUDED	FORM	COVERAGE LIMIT (\$)	COVERAGE AGGREGATE LIMIT (\$)
Church			
Related School/Daycare Cov	BGL51 2.2	2,000,000*	6,000,000*
Related Church Coverages	BGL53R 2.2 BGL51R 2.2	2,000,000* 2,000,000*	6,000,000* 6,000,000*

ADDITIONAL COVERAGES/OPTIONAL	FORM	COVERAGE LIMIT (\$)	COVERAGE AGGREGATE LIMIT (\$)
Counseling Acts	BGL63IL 2.2	2,000,000*	6,000,000*
Directors & Officers	BGL81IL 2.2	2,000,000*	6,000,000*
Nonowned Property Damage	BGL951IL 2.2	300,000*	900,000*
Sexual Acts (Without Screening)	BGL61IL 3.0	300,000*	300,000*
Religious Athletic Medical Excess Liability	BGL91 2.2	5,000*Per Person	6,000,000*
Nonowned/Rented Vehicle	BGL939EIL 1.0	See Form CXL13	See Form CXL13
Computer Related Liability	BGL71IL 2.2	1,000,000*	3,000,000*
Ministry Operations	BGL87 2.3	50,000*	150,000*
Traumatic Incident Response	BGL25BIL 1.0	2,000,000*	6,000,000*
Religious Communication	BGL992 3.0	See Form BGL992	See Form BGL992
Discriminatory Acts Liability	BGL65 2.2	2,000,000*	6,000,000*
Terrorism - Covered Acts	BGL57IL 3.0	2,000,000*	6,000,000*
Benefit Administration	BGL0250X 3.1	2,000,000*	6,000,000*
Employment Pract (\$1,000 Ded)	BGL83IL 2.2	1,000,000*	3,000,000*
Defense Reimbursement	BGL85TI 3.0	300,000*	900,000*
Wage Reimbursement	BGL89IL 2.2	See Form BGL89	See Form BGL89
	BGL99 3.0	2,000*Per Person	6,000,000*

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.

CLM (03/07)

120424



Brotherhood Mutual

Insurance Company

COMMERCIAL LIABILITY DECLARATIONS

Schedule of Additional Information

Policy Number: 12MRA0335874
 Policy Period: 04/10/10 - 04/10/13

OTHER LIABILITY AND MEDICAL FORMS

BGL100A1 2.2	BGL111LL 2.3	BGL59RA 2.2	BGL907IL 1.0	EX0281X 3.1
EX909 1.0	GL0163 01 08	GL0439 10 08	GF10940 07 09	GL0950 05 00
GL890 1.0				

ADDITIONAL INSURED(S) - For Principal Coverage L (Not including Excess Liability Coverage)

MISSION CHURCH
 DUKE ELLINGTON ELEMENTARY
 SCHOOL
 243 N PARKSIDE AVE
 CHICAGO IL 60644

RELATED ORGANIZATION(S) / OPERATION(S) - For designated Related Coverages.

Related School/Daycare Cov Related Church Coverages
 CAROL STREAM CHRISTIAN ACADEMY DUKE ELLINGTON ELEMENTARY
 610 E NORTH AVE SCHOOL DRA A MISSION CHURCH
 CAROL STREAM IL 60188 243 N PARKSIDE AVE
 CHICAGO IL 60544

SCHEDULE OF LIABILITY EXPOSURES

In issuing this policy, we have relied on material information provided to us by you. The following schedule discloses all of your insurable exposures known to exist at the policy inception date as conveyed by you. Declared premises must be owned, occupied, or rented by you or your scheduled related organizations.

Exposure Classification	Code	Rating Basis	
		Code	Quantity
**CHURCH	08101	a	123,199
**PAROCHIAL OR PRIVATE SCHOOL Medical excluding students PLAYGROUNDS	07900	e	27
BUILDING OR PREMISES - LESSOR'S RISK - NOC	30320	d	1
BUILDING OR PREMISES - LESSOR'S RISK - NOC	17703	a	25,000
**CHURCH	17703	a	5,000
**MISSION CHURCH	08101	a	3,500
PASTORAL COUNSELING	08101	a	5,000
NON-STUDENT ATHL. MED SPECIAL EVENTS		g	3
TEACHERS LIABILITY CORPORAL PUNISHMENT		i	

**Including Products / Completed Work

Rating Basis Code: (a) Area, (b) Payroll, (c) Gross Sales-Receipts, (d) Each, (e) Pupils, (f) Teachers, (g) Pastors, (h) Frontage,
 (i) Fair, (j) Camper days, (k) Cost, (l) Other

GLDP (03/06)

120424