

This Agreement will be posted on the CPS Internet website

SIXTH RENEWAL OF LICENSE AGREEMENT

THIS SIXTH RENEWAL OF LICENSE AGREEMENT ("Sixth Renewal Agreement") is entered into as of the first day of August, 2014, between the **MONASTERY OF THE HOLY CROSS**, AN Illinois not-for-profit corporation ("**Licensor**") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "**Licensee**"), a body politic and corporate.

RECITALS

- A. Licensor and Licensee entered into that certain License Agreement dated as of September 1, 2002, ("**Original License Agreement**") in which the Licensor and the Licensee agreed that, for the period commencing as of September 1, 2001 and ending on June 30, 2003, the Licensee could park in twelve (12) parking spaces along the west side of the Licensee's parking lot, including access thereto, located at 3111 South Aberdeen Street, Chicago, Illinois ("**Premises**") for Holden Elementary School;
- B. The use under the Original License Agreement was limited to Mondays through Fridays between the hours of 8 a.m. to 5 p.m. (the months of July and August and weekends and school holidays excepted);
- C. The parties have agreed to the following renewals of the Original License Agreement: (a) as of September 1, 2003, the parties agreed to renew the License for a ten (10) month term commencing as of September 1, 2003 and continuing through June 30, 2004 ("**First Renewal Agreement**"); (b) as of September 1, 2004, the parties agreed to renew the License for a ten (10) month term commencing as of September 1, 2004 and ending June 30, 2005 ("**Second Renewal Agreement**"); (c) as of September 1, 2005, the parties agreed to renew the License for three (3) ten month terms, the first commencing as of September 1, 2005 and ending June 30, 2006, the second for the term commencing as of September 1, 2006 and ending June 30, 2007; and the third commencing as of September 1, 2007 and ending June 30, 2008 ("**Third Renewal Agreement**"); and (d) as of September 1, 2008, the parties agreed to renew the License for three ten (10) month terms, the first commencing as of September 1, 2008 and ending June 30, 2009, the second for the term commencing on September 1, 2009 and ending June 30, 2010, and the third commencing as of September 1, 2010 and ending June 30, 2011 ("**Fourth Renewal Agreement**"); and (e) as of September 1, 2011 the parties agreed to renew the License for three ten (10) month terms, the first commencing on September 1, 2011 and ending June 30, 2012, the second for the term commencing on September 1, 2012 and ending June 30, 2013, and the third commencing on September 1, 2013 and ending June 30, 2014. The foregoing Original License Agreement and the foregoing Renewals are collectively referred to herein as the "License Agreement."
- D. The parties hereto desire to further renew the License Agreement on the terms and conditions as set forth herein, and not otherwise.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing 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, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS**. All of the defined terms used herein shall have the same meaning as in the License Agreement unless the context clearly requires a different meaning or connotation.
2. **TERM**. The parties agree that the License Agreement shall be renewed for three (3) ten (10) month terms as follows: (a) the first commencing as of August 1, 2014 and to continue through June 30, 2015 ("**First Term**"); (b) the second commencing as of August 1, 2015 and to continue through June 30, 2016 ("**Second Term**"); and (c) the third commencing as of August 1, 2016 and to continue through June 30, 2017 ("**Third Term**") (collectively referred to herein as the "**Sixth Renewal Term**").
3. **TERMINATION**. Notwithstanding Provision 2 above, either party shall have the right to terminate the License Agreement as of June 30th of any year during the Sixth Renewal Term with thirty (30) days prior written notice.
4. **FEE FOR SIXTH RENEWAL TERM**. Each year during the Sixth Renewal Term, the Licensee shall pay the following license fee in one lump, upon receipt of an invoice, for each ten (10) month period of usage:

<u>First Term</u>	<u>Annual Fee</u>
9/1/14 to 6/30/15	\$6,229.00
<u>Second Term</u>	<u>Annual Fee</u>
9/1/15 to 6/30/16	\$6,229.00
<u>Third Term</u>	<u>Annual Fee</u>
9/1/16 to 6/30/17	\$6,450.00

5. **MAINTENANCE**: Licensor shall be responsible for snow plowing the parking lot during the ten month term periods.
6. **FREEDOM OF INFORMATION ACT**. Owner acknowledges that this Sixth Renewal Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Owner further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.

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6. **FREEDOM OF INFORMATION ACT**. Owner acknowledges that this Sixth Renewal Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Owner further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.

7. **COUNTERPARTS AND FACSIMILES**. This Sixth Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties


8. **OTHER LICENSE TERMS**. Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect during the Sixth Renewal Term.


IN WITNESS WHEREOF, the parties hereto have executed this Sixth Renewal Agreement as of the date set forth at the beginning of this document.

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


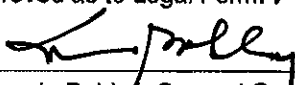
By: 
Liza B. Balistreri,
Director of Real Estate

MONASTERY OF THE HOLY CROSS

By: 
Name: PATRICK D. WEEDEN
Title: Vice President

Attest: 
Name: EDWARD GLANZMANN
Title: SECRETARY

COO Report No. 14-0317-COO2

Approved as to Legal Form: 

James L. Bebley, General Counsel