

THIRD RENEWAL OF PARKING LOT LICENSE AGREEMENT

THIS THIRD RENEWAL OF PARKING LOT LICENSE AGREEMENT (“**Third Renewal Agreement**”) is entered into as of the first day of July, 2009 (the “**Effective Date**”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and **ST. PAUL’S UNITED CHURCH OF CHRIST**, located at 2333 N. Orchard Street, Chicago, Illinois (the “**Licensor**”).

RECITALS

- A. The Licensor and the Licensee entered into that certain Parking Lot License Agreement dated as of July 1, 2000, (the “**Original Agreement**”) for a term commencing on July 1, 2000 and ending June 30, 2003, in which the Licensor and the Licensee agreed that the Licensee could use thirteen (13) parking slots in the Parking Lot of the Licensor located at 628 West Kemper Place, Chicago, Illinois (the “**Property**”) only on Mondays through Fridays between the hours of 7:00 a.m. and 3:30 p.m. and such additional hours, if needed, upon seven (7) days advance notice from Licensee to Licensor;
- B. As of July 1, 2003, the parties entered into the certain Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Renewal Term of July 1, 2003 to June 30, 2006 (the “**Renewal Agreement**”) as incorporated herein by this reference;
- C. As of July 1, 2006, the parties entered into that certain Second Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Second Renewal Term of July 1, 2006 to June 30, 2009 (“**Second Renewal Agreement**”) as incorporated herein by this reference;
- D. The parties agree that the Original Agreement, the Renewal Agreement and the Second Renewal Agreement shall be collectively referred to herein as the “**Agreement**”;
- E. The parties hereto desire to renew the Agreement for an additional four (4) year term 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:

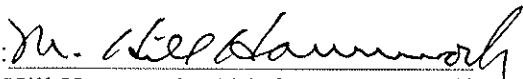
1. Except as otherwise expressly indicated herein, all capitalized terms shall have the meanings ascribed to them in the Lease.
2. The parties agree that the Agreement shall be renewed for a term commencing July 1, 2009 and to continue through June 30, 2013 (“**Third Renewal Term**”).

3. During the Third Renewal Term, the License Fee shall be payable as provided in paragraph 5 of the Agreement, except that the annual rent for each year of the Third Renewal Term shall be Fourteen Thousand and 00/100 Dollars (\$14,000.00), payable at the rate of One Thousand One Hundred Sixty-Six and 67/100 Dollars (\$1,166.67) per month.

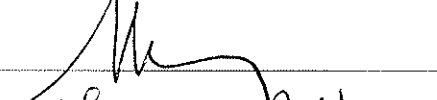
4. Except as specifically amended herein, all other terms of the Agreement shall remain in full force and effect during the Third Renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed this Third Renewal Agreement as of the Effective Date.

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

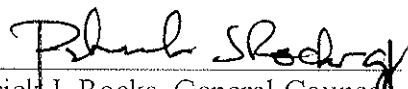
By: 
Hill Hammock, Chief Executive Officer

**ST. PAUL'S UNITED CHURCH
OF CHRIST**

By: 
Name: Thomas R. Henry
Title: Senior pastor

COO Report No.: 09-0223-COO1

Approved as to Legal Form:


Patrick J. Rocks, General Counsel

PARKING LOT LICENSE AGREEMENT

THIS PARKING LOT LICENSE AGREEMENT (this "Agreement") is made and entered into as of this 1st day of July, 2000 by and between the Board of Education of the City of Chicago, a body politic and corporate ("Licensee"), and St. Pauls United Church of Christ, an Illinois not-for-profit organization ("Licensor").

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 property ("License") described on Exhibit A attached hereto (the "Property") for the sole purpose of parking passenger vehicles for the staff of Lincoln Elementary School, 615 West Kemper Place, and only during the time periods expressed herein.
2. Limitation to License. Licensee hereby acknowledges and agrees that the License granted hereunder is subject to those certain limitations and restrictions set forth on Exhibit B attached hereto.
3. Term of License. This Agreement shall commence on July 1, 2000 and shall automatically terminate on June 30, 2003 ("Term").
4. Early Termination Right. The Board shall have the option, at its sole discretion, to terminate this Agreement upon thirty (30) days written notice to the Licensor. Such notice shall comply with the notice provision herein.
5. License Fee. The license fee for the Property shall be \$10,200 annually, payable in monthly installments. The monthly rate for the thirteen (13) vehicle slots to be leased under this Agreement shall be \$850.00. This rate shall remain the same for the entire Term of the License, but may be increased by mutual agreement of the parties during any exercised renewal period. The rate is due and payable at the start of each month covered under the Term of this License.
6. Operation and Maintenance.
 - (a) Licensee shall maintain the Property in its current condition or better throughout the Term of the License and at the expiration of the License, the property will be turned over in the same condition as received or better.
 - (b) At its sole expense, Licensee shall keep the Property free of all debris, bottles and trash during the times Licensee is using the Property.

(c) Licensee shall be responsible for snowplowing, when the snow is more than two inches (2") deep, on weekdays when the Property is being used by Licensee.

7. Compliance with Laws. Licensee shall, at all times during the term of this Agreement, comply with, and shall cause its employees to comply with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Licensee's use of the Property.
8. 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 Licensee: Board of Education of the City of Chicago
Bureau of Real Estate
125 South Clark Street, 16th Floor
Chicago, Illinois 60603
Attn: Royce Cunningham, Director
Copy to: General Counsel
Law Department, 7th Floor

If to Licensor: St. Pauls United Church of Christ
2335 North Orchard Street
Chicago, Illinois 60614
Attn: Gretchen G. Althen
Fax: (773) 348-3858

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.

9. Insurance. Licensee shall, at its sole cost and expense, provide liability coverage, to the extent required by law, to Licensor under its self-insurance program.
10. 105 ILCS 5/34 Provisions.

(a) 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 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 of the City of Chicago 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.
11. Board of Education Ethics Code. The Board of Education Ethics Code (95-0927-RU3), adopted September 27, 1995, and as amended (99-0421-P02) on April 21, 1999, is hereby incorporated into and made part of this Agreement as if fully set forth herein.
 12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
 13. 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.
 14. 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.
 15. Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.
 16. 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.

LICENSEE:

Board of Education of the
City of Chicago

LICENSOR:

St. Paul's United Church
of Christ

By: Gery J. Chico
Gery Chico, President

By: [Signature]
Name: Thomas S. [Signature]
Title: Senior Pastor

By: [Signature]
Sharon Revello, Secretary

Board Report No.: 00-0000-0000

Approved as to Legal Form: [Signature]
[Signature]
Marilyn F. Johnson
General Counsel

EXHIBIT A

Description of Property

Property Location: St. Paul's United Church of Christ
2335 North Orchard Street
Chicago, Illinois 60605

Property Description: Thirteen (13) parking slots within parking
lot located at 628 West Kemper Place.

Ingress/Egress: Ingress and egress to the parking lot shall be
from Kemper Place.

EXHIBIT B

Limitations and Restrictions

1. Licensee's right to occupy and possess the Property shall be restricted to the following days and time periods:

Parking Garage:

Days: Monday through Friday

Hours: 7:00 a.m. through 3:30 p.m.*

* Should additional hours be needed Licensee shall provide seven (7) days advance notice to Licensor.

2. Licensee shall be permitted to use the Property for the sole purpose of parking passenger vehicles for staff, personnel, and guests of Lincoln Elementary School, 615 West Kemper Place, and for no other use or purpose.

3. Licensee shall only be permitted to enter or exit the Property through the following points of ingress/egress:

Those points of ingress/egress adjoining Kemper Place.