

This Agreement will be posted to the CPS Internet Website

**SECOND RENEWAL OF 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 SECOND RENEWAL OF LICENSE AGREEMENT ("Second Renewal") is made as of this 1st day of July, 2015 (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. The parties entered into a License Agreement ("**License**") on July 1, 2009 for a term from July 1, 2009 through June 30, 2014, for use of the Parking Lot by 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**"). The parties renewed that License Agreement for a term commencing July 1, 2014 through June 30, 2015.

C. The parties now desire to renew that License Agreement for a term commencing July 1, 2015 through October 31, 2015.

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 are hereby acknowledged, the parties agree as follows:

1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License.
2. **GRANT/RENEWAL TERM.** Owner hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional term of four (4) months commencing on July 1, 2015 and ending on October 31, 2015 (the "**Second Renewal Term**").
3. **TERMINATION FOR CONVENIENCE.** Licensee shall have the right to terminate the License for convenience by providing at least thirty (30) days prior written notice of such intent to terminate to the Licensor.
4. **RENT FOR RENEWAL TERM.** Rent for the Second Renewal Term shall be at the rate of \$3,500 per month for 4 months, payable on the first of each month, for a four month total of \$14,000.00.
5. **MAINTENANCE.** Licensee shall be responsible for snow removal and to clean and remove any and all debris from the Premises, at Licensee's sole cost and expense during the times of usage.

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6. **NOTICES.** Paragraph 10 of the Notices section of the License shall be amended as follows:

All notices required under this License shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by the parties in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of the City of Chicago
42 West Madison, 9th Floor
Chicago, IL 60602
Attn: Director of Real Estate

With a copy to: Board of Education of the City of Chicago
One North Dearborn Street, Suite 900
Chicago, IL 60602
Attn: General Counsel
Fax: (773) 553-1701

If to Licensor: One in Christ M.B.C.
9137 S. Komensky
Oak Lawn, IL 60453
Attn: Pastor Oren Swift

7. **ENTIRE LICENSE.** Except as renewed and amended by this Second Renewal, all other terms and conditions of the License are and shall remain unchanged and continue in full force and effect during the First Renewal Term.

8. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this 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. Licensor further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.

9. **COUNTERPARTS AND FACSIMILES.** This Second License Renewal 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.

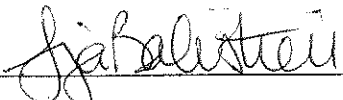
[SIGNATURE PAGE TO FOLLOW]

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

LICENSEE:

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

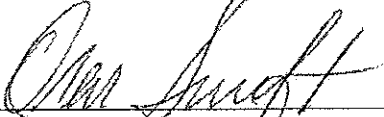
By: 

Name: Liza B. Balistreri,

Title: Director of Real Estate

LICENSOR:


ONE IN CHRIST M.B.C.

By: 

Name: OREN SWIFT

Title: PASTOR

COO Report No. 15-0323-C008

Approved as to legal form: 


James L. Bebley, General Counsel

