

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

**FIFTH RENEWAL AND AMENDMENT OF
PARKING LOT LICENSE AGREEMENT**

THIS FIFTH RENEWAL AND AMENDMENT OF PARKING LOT LICENSE AGREEMENT (“Fifth Renewal Agreement”) is entered into as of the first day of July, 2016 (the “**Effective Date**”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and **ST. PAULS UNITED CHURCH OF CHRIST**, located at 2335 North 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. As of July 1, 2009, the parties entered into that certain Third Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Third Renewal Term of July 1, 2009 to June 30, 2013 (“**Third Renewal Agreement**”) as incorporated herein by this reference;
- E. As of July 1, 2013, the parties entered into that certain Fourth Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Fourth Renewal Term of July 1, 2013 to June 30, 2016 (“**Fourth Renewal Agreement**”) as incorporated herein by this reference;
- F. The parties agree that the Original Agreement, the Renewal Agreement, the Second Renewal Agreement, the Third Renewal Agreement, and the Fourth Renewal Agreement shall be collectively referred to herein as the “**Agreement**”;

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- G. The parties hereto desire to renew the Agreement for an additional three (3) 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, 2016 and to continue through June 30, 2019 (the "Fifth Renewal Term").
3. During the Fifth Renewal Term, the License Fee shall be payable as provided in paragraph 5 of the Agreement and the annual License Fee shall remain unchanged at Fourteen Thousand Dollars (\$14,000) per year, payable in monthly installments of One Thousand One Hundred and Sixty Six Dollars (\$1,166.00) per month.
4. During the Fifth Renewal Term, Licensor shall be responsible at all times for maintenance of and snow removal at the property.
5. Except as specifically amended herein, all other terms of the Agreement shall remain in full force and effect during the Fourth Renewal Term.

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

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: Mary De Rubtz
Mary De Rubtz
Chief, Capital Improvements
COO Report No.: 16-0201-COO2

Approved as to legal form: ell/gue
Robert L. Marmer
Robert L. Marmer, General Counsel

ST PAULS UNITED CHURCH
OF CHRIST

By: MA
Name: Matt Fitzgerald
Title: Senior Minister