

THIS AMENDMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

SECOND AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
AND BLK & WHT VALET, LLC
Form 12/2013

This Second amendment to License Agreement ("**Second Amendment**") is entered into as of the 1st day of June, 2014 ("**Effective Date**") by and between the **Board of Education of the City of Chicago**, a body politic and corporate and commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**" or "**Licensors**"), and Blk & Wht Valet, LLC, an Illinois limited liability company, with a principal ("**Licensee**"), collectively (the "**Parties**").

RECITALS:

- A. The Parties entered into a License Agreement ("**Agreement**") and subsequent Amendment ("**First Amendment**") for the use of certain Premises at McClellan Elementary School located at 3527 South Wallace Street, Chicago, Illinois for a term commencing on June 4, 2012 and ending on May 31, 2015 ("**Term**"); and
- B. The Parties hereto now desire to amend the Agreement as set forth below:
- ✓ Premises
 - ✓ License Fee

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and made a part of this Second Amendment and the mutual covenants contained herein, the Parties agree as follows:

1. **Defined Terms**. Any and all capitalized terms contained in this Amendment and not defined herein shall have the definition as set forth in the Agreement.

2. **Amended Provisions**. The following provisions of the Agreement are amended as of the Effective Date of this Second Amendment: *(Check appropriate boxes and complete section as necessary.)*

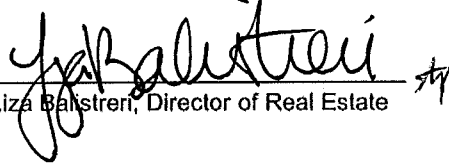
- ✓ **Premises**. "Parking area" shall be amended to "parking area and playlot."
- ✓ **License Fee**. The License Fee of \$1,200 per month shall be amended to \$1,450 per month. In addition, the following paragraph shall be added to paragraph 5:
"C. Licensee shall install a gated entrance between the playlot and parking lot at Licensee's expense, pursuant to the drawing attached as Exhibit A, on or before July 15, 2014. Licensee shall bear the entire cost of the installation of the gate and shall provide to Licensors proof of full payment of the installation. Licensors shall have no liability for the new equipment installed during the term period. Licensee agrees to maintain the new equipment and keep it in good repair. Licensee acknowledges that upon installation of the gate, such gate shall become a fixture of the Premises and the property of Licensors. Upon termination of the Agreement, the new equipment shall remain with the Premises without any credit or payment from the Licensors to Licensee."

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3. **Original Agreement.** Except as expressly provided in this Second Amendment, all terms and conditions of the Agreement and First Amendment are and shall remain in full force and effect during the Term.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the first date written above.

LICENSOR:
THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

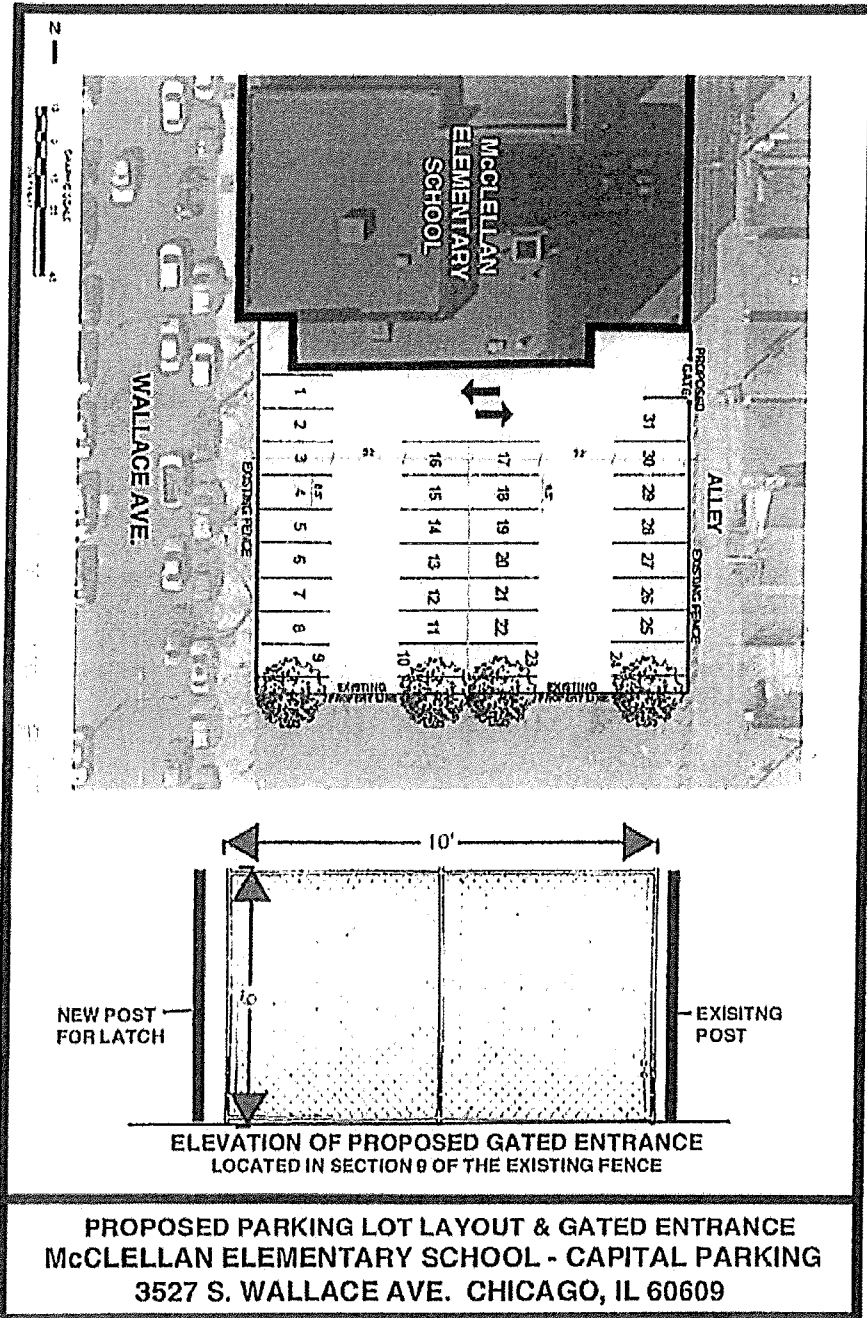
By: 
Liza Balistreri, Director of Real Estate

LICENSEE:
Blk & Wht Valet, LLC

By: 
James Weiss
Managing Partner

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EXHIBIT A



Joseph A. Kraft 5/22/14
PRINCIPAL DATE

NO EXCEPTIONS TAKEN
Anna Kallivokis Trappe 5.21.2014
CAPITAL ARCHITECT DATE