

THIS AMENDMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

FIRST AMENDMENT TO PARKING LOT USE LICENSE AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
AND SP PLUS CORPORATION

Form 12/2013

This First amendment to License Agreement ("First Amendment") is entered into as of the 22nd day of November, 2019 ("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 "**Licensor**"), and **SP Plus Corporation**, a corporation, with a principal office located at 200 East Randolph Street, Suite 5475, Chicago, IL 60601 ("**Licensee**"), collectively (the "**Parties**").

RECITALS:

- A. The Parties entered into a License Agreement ("**Agreement**") for the use of certain Premises at Horace Greeley Elementary School, 832 W Sheridan Road, Chicago, Illinois for a term commencing on May 4, 2019 and ending on November 10, 2019 ("Term"); and
- B. The Parties hereto now desire to amend the Agreement as set forth below:

Term of License
Limitations on License
License Fee

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and made a part of this First 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 First Amendment:

2. Term of License; Automatic Renewal. The term of this License shall commence upon completion of the requirements of paragraph 15.H. herein (the "**Effective Date**") and end November 10, 2019, unless terminated sooner in accordance with paragraph 3 of this Agreement. This Agreement shall automatically renew for a second term that shall commence on April 10, 2020 and end November 10, 2020 (each a "**Term**", and collectively, the "**Terms**").

shall be amended to

2. Term of License; Automatic Renewal. The term of this License shall commence upon completion of the requirements of paragraph 15.H. herein (the "**Effective Date**") and end November 10, 2019, unless terminated sooner in accordance with paragraph 3 of this Agreement. This Agreement shall automatically renew for a second term that shall commence on April 10, 2020 and end November 10, 2020 (each a "**Term**", and collectively, the "**Terms**").

Term Extension. The first Term is extended through April 9, 2020 and the second Term is extended through December 31, 2020 ("**Extended term periods**").

and the following provision

3. Limitations on License. Licensee hereby acknowledges and agrees that the License granted hereunder is for the sole purpose of parking motor vehicles for Licensee's customers, guests, invitees and employees, subject to the following limitations and restrictions (the "Use"):

A. Licensee may use the Premises only on the following days and times:

<u>Days of Week</u>	<u>Hours of Use</u>
When School is in session:	
Monday - Friday	5 PM until 7 AM
When School is not in session:	
7 days a week	24 hours

Note: School is in session when teachers must report to work, regardless of whether students are in school.

Licensee shall provide readily available contact person that School can contact to notify of scheduled school events or other issues.

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Licensee shall provide readily available contact person that School can contact to notify of scheduled school events or other issues.

Note: School is in session when teachers must report to work, regardless of whether students are in school.

During Extended Term Periods, the permitted Use time shall exclude any days when two inches or more inches of snow accumulation is received or expected.

and the following provision

4. License Fee.

A. During the Term, Licensee shall pay a license fee as follows: \$3,112.50 per month plus 50% of net of tax annual revenue collected by Licensee for the parking of motor vehicles on the Premises in excess of \$49,800 per Term for both Terms ("**Minimum Total Fee**"). The fee shall be payable to the School at the School's address listed in Section 1, in advance on the first day of each month ("**Monthly License Fee**"). For any partial month, the Monthly License Fee shall be pro-rated accordingly, based upon a 30-day month.

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During any Extended Term Period, Licensee shall pay 50% of net of tax annual revenue collected by Licensee for the parking of motor vehicles on the Premises.

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

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

LICENSOR:

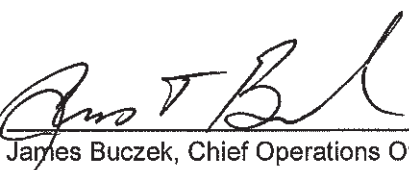
THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: 
Ann Yi, Real Estate Advisor

Date: February 28, 2020

LICENSEE:

SP Plus Corporation

By: 
James Buczek, Chief Operations Officer

Date: 12-6-19