

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

By: Gery J. Chico
Gery Chico, President

By: Sharon M. Daulo
Sharon Revello, Secretary

LICENSOR:

St. Paul's United Church
of Christ

By: Thomas P. Henry
Name: THOMAS P. HENRY
Title: SENIOR PASTOR

Board Report No.: 00-0628-0P10-0

Approved as to Legal Form: EHS
Marilyn F. Johnson
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.

RENEWAL OF PARKING LOT LICENSE AGREEMENT

THIS RENEWAL OF PARKING LOT LICENSE AGREEMENT ("Renewal Agreement") is entered into as of the first day of July, 2003, 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 233~~3~~⁵ 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, ("Agreement") in which the Licensor and the Licensee agreed that the Licensee could use thirteen (13) parking slots with 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; and
- B. The parties hereto desire to renew the Agreement 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. The parties agree that the Agreement shall be renewed for a term commencing July 1, 2003 and to continue through June 30, 2006 ("Renewal Term").
- 2. During the Renewal Term, the License Fee shall be payable as provided in paragraph 5 of the Agreement, except that the amount so payable shall be:

<u>Period</u>	<u>Annually</u>	<u>Monthly</u>
07.01.03 to 06.30.04	\$10,500.00	\$875.00
07.01.04 to 06.30.05	\$10,812.00	\$901.00
07.01.05 to 06.30.06	\$11,136.00	\$928.00

- 3. In Paragraph 8, in the provision for notice to Licensee, the name "Royce Cunningham, Director" is stricken and the phrase "Director of Real Estate" is substituted therefor.

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

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the date set forth at the beginning of this document.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

ST. PAUL'S UNITED CHURCH OF CHRIST

By: Michael W. Scott
Michael W. Scott, President

By: [Signature]
Name: Thomas R. Henry
Title: Senior Pastor

Attest: Estela H. Beltran
~~Estella~~ Beltran, Secretary
Estela

Attest: Gretchen Aithen
Name: Gretchen Aithen
Title: Business Manager

Board Report No.: 03-0924-OP03,
as amended by: 04-0225-OP1

Approved as to Legal Form: [Signature]
Ruth Moscovitch
Ruth Moscovitch, General Counsel

SECOND RENEWAL OF PARKING LOT LICENSE AGREEMENT

THIS SECOND RENEWAL OF PARKING LOT LICENSE AGREEMENT ("Second Renewal Agreement") is entered into as of the first day of July, 2006, 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, ("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 extended the Agreement for the period of July 1, 2003 to June 30, 2006; and
- C. The parties hereto desire to renew the Agreement 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. The parties agree that the Agreement shall be renewed for a term commencing July 1, 2006 and to continue through June 30, 2009 ("Second Renewal Term").
- 2. During the Second Renewal Term, the License Fee shall be payable as provided in paragraph 5 of the Agreement, except that the amount so payable shall be:

<u>Period</u>	<u>Annually</u>	<u>Monthly</u>
07.01.06 to 06.30.07	\$11,358.00	\$946.50
07.01.07 to 06.30.08	\$11,580.00	\$965.00
07.01.08 to 06.30.09	\$11,817.00	\$984.75

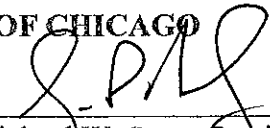
3. Paragraph 6 (c) is stricken in its entirety and the following is substituted therefore:

“(c) The Licensor shall be responsible for snow plowing of the parking lot at all times during the Second Renewal Term.”

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Agreement as of the date set forth at the beginning of this document.

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

By: 

~~Michael W. Scott, President~~

SEAN P. MURPHY
Chief OPERATIVE OFFICER

Attest: _____

~~Estela G. Beltran, Secretary~~

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


By: 

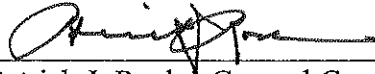
Name: Thomas P. Henry
Title: Senior Pastor

Attest: 

Name: Gretchen Aithen
Title: Business Manager

COO Report No.: 06-0222-COO8

Approved as to Legal Form: 


Patrick J. Rocks, General Counsel

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*
Hill Hammock, Chief Executive Officer

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

By: *[Signature]*
Name: Thomas R. Henry
Title: Senior Pastor

COO Report No.: 09-0223-COO1

Approved as to Legal Form:

Patrick J. Rocks
Patrick J. Rocks, General Counsel
[Signature]

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

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

THIS FOURTH RENEWAL AND AMENDMENT OF PARKING LOT LICENSE AGREEMENT ("Fourth Renewal Agreement") is entered into as of the first day of July, 2013 (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. 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;
- D. The parties agree that the Original Agreement, the Renewal Agreement, the Second Renewal Agreement and Third Renewal Agreement shall be collectively referred to herein as the "**Agreement**";
- E. 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.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

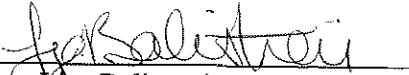
AGREEMENT

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:

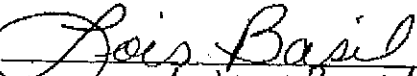
1. Except as otherwise expressly indicated herein, all capitalized terms shall have the meanings ascribed to them in the Lease.
2. The parties agree that the Agreement shall be renewed for a term commencing July 1, 2013 and to continue through June 30, 2016 ("**Fourth Renewal Term**").
3. During the Fourth 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 Fourth 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 Third Renewal Term.

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

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

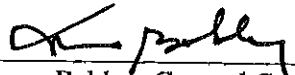
By: 
Name: Liza Balistreri
Title: Director of Real Estate

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

By: 
Name: Lois Basil
Title: Treasurer

COO Report No.: 13-0606-COO5

Approved as to Legal Form: 


James Bebley, General Counsel

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**”;

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

- 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: M. A. Fitzgerald
Name: Matt Fitzgerald
Title: Senior Minister

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

**SIXTH RENEWAL OF
PARKING LOT LICENSE AGREEMENT**

THIS SIXTH RENEWAL OF PARKING LOT LICENSE AGREEMENT (“**Sixth Renewal Agreement**”) is entered into as of the 1st day of July, 2019 (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**”), and Illinois not-for-profit organization.

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. As of July 1, 2016, the parties entered into that certain Fifth Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Fifth Renewal Term of July 1, 2016 to June 30, 2019 ("**Fifth Renewal Agreement**") as incorporated herein by this reference;
- G. The parties agree that the Original Agreement, the Renewal Agreement, the Second Renewal Agreement, the Third Renewal Agreement, the Fourth Renewal Agreement, and the Fifth Renewal Agreement shall be collectively referred to herein as the "**Agreement**";
- H. The parties hereto desire to renew the Agreement for an additional two (2) year term on the terms and conditions as set forth herein, and not otherwise.

AGREEMENT

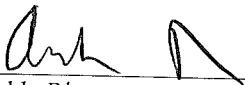
NOW THEREFORE, in consideration of the forgoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions contained herein, the parties 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, 2019 and to continue through June 30, 2021 (the "**Sixth Renewal Term**").
3. During the Sixth Renewal Term, the annual License Fee shall be 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, to be paid on or before the first day of each month. *4/16/19 J.M. BOE*
4. During the Sixth 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 Sixth Renewal Term.

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

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

ST. PAULS UNITED CHURCH
OF CHRIST



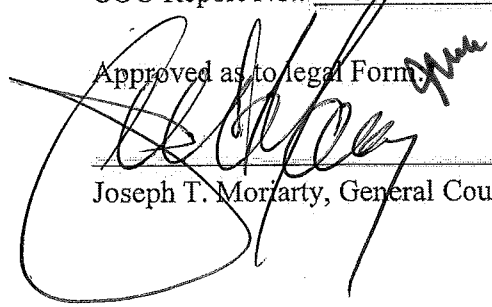
Arnaldo Rivera
Chief Operating Officer

By: 

Name: MADELINE LOCKHART

Title: DIRECTOR OF OPERATIONS

COO Report No.: 19-0615-009

Approved as to legal Form: 

Joseph T. Moriarty, General Counsel

This Agreement will be posted on the CPS website.

SEVENTH RENEWAL OF PARKING LOT LICENSE AGREEMENT

THIS SEVENTH RENEWAL OF PARKING LOT LICENSE AGREEMENT ("Seventh Renewal Agreement") is entered into as of the 1st day of July, 2021 (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"), and Illinois not-for-profit organization. The Licensor and Licensee are referred to below each as a "Party" and collectively as the "Parties".

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. As of July 1, 2016, the parties entered into that certain Fifth Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Fifth Renewal Term of

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July 1, 2016, to June 30, 2019 ("Fifth Renewal Agreement") as incorporated herein by this reference;

- G. As of July 1, 2019, the parties entered into that certain Sixth Renewal of Parking Lot License Agreement pursuant to which the parties extended the Agreement for the Sixth Renewal Term of July 1, 2019, to June 30, 2021 ("Sixth Renewal Agreement") as incorporated herein by this reference;
- H. The parties agree that the Original Agreement, the Renewal Agreement, the Second Renewal Agreement, the Third Renewal Agreement, the Fourth Renewal Agreement, the Fifth Renewal Agreement and the Sixth Renewal Agreement shall be collectively referred to herein as the "Agreement"; and
- I. 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 to amend the insurance requirements, 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 Agreement.
- 2. The parties agree that the Agreement shall be renewed for a term commencing July 1, 2021, and to continue through June 30, 2024 (the "Seventh Renewal Term").
- 3. During the Seventh Renewal Term, the annual License Fee shall be Twenty Thousand Dollars (\$20,000) for the one-year period July 1, 2021 to June 30, 2022 payable in monthly installments of One Thousand Six Hundred Sixty Six and 66/100 Dollars (\$1,666.66), the annual License Fee shall be Twenty-Three Thousand Four Hundred Dollars (\$23,400.00) for the one-year period July 1, 2022 to June 30, 2023 payable in monthly installments of One Thousand Nine Hundred Fifty Dollars (\$1,950.00), and for the remainder of the Seventh Renewal Term, the annual License Fee shall be Twenty-Nine Thousand Two Hundred and Fifty Dollars (\$29,250.00), payable in monthly installments of Two Thousand Four Hundred Thirty Seven and 50/100 Dollars (\$2,437.50), to be paid on or before the first day of each month. The maximum amount payable to Licensor hereunder shall not exceed Seventy-Two Thousand Six Hundred Fifty Dollars (\$72,650.00).
- 4. During the Seventh Renewal Term, Licensor shall be responsible at all times for maintenance of and

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snow removal at the property.

5. The address for notice to the Board in Paragraph 8 of the Original Agreement is updated as indicated below:

If to Licensee: Board of Education of the City of Chicago
Real Estate Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attention: Director of Real Estate

With a copy to: Board of Education of the City of Chicago
Law Department
One North Dearborn, Suite 900
Chicago, Illinois 60602
Attention: General Counsel
Fax: (773) 553-1701

6. The parties desire to amend Paragraph 9 of the Original Agreement, which shall be deleted in its entirety and replaced with the following language:

9. **Insurance Required.** Each Party must provide and maintain at its own expense, until the termination of this License Agreement, the minimum insurance coverages and requirements specified below, insuring all operations related to this License Agreement. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Each Party shall submit to the other Party satisfactory evidence of insurance coverage prior to commencement of the Term and, upon request, shall promptly provide a certified copy of any applicable policy of insurance to the other Party. Minimum insurance requirements for each Party are as follows:

A. **Workers Compensation and Employers Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for each Party's employees as required by law and Employers' Liability Insurance covering each Party's employees who perform work in connection with operations relating to this License Agreement on such Party's behalf.

B. **Commercial General Liability (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury, and property damage liability. Coverages must include all premises and operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

C. **Automobile Liability.** Automobile Liability Insurance when any motor vehicles (owned, non-owned and hired) are used in connection with a Party's operations relating to this License Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

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D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence, which will provide additional limits for general and automobile liability insurance and shall cover each Party, its employees, invitees, and other agents, subject to that of the primary coverage.

E. **Additional Insured; Insurance Certificates.**

1. Licensor shall submit to Licensee satisfactory evidence of insurance coverage within forty-five (45) days of execution of this Agreement and shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensee reserves the right to withhold payment under this License Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
riskmanagement@cps.edu

The above-referenced certificates shall be deposited with Licensee at the above address.

2. Licensee shall have its General, Umbrella, and Automobile Liability insurance policies endorsed to provide that **“St. Pauls United Church of Christ”, its members, directors, officers, employees, other agents, and invitees are named as additional insured on a primary basis without recourse or right of contribution from Licensor**”. Licensee shall submit to Licensor satisfactory evidence of insurance coverage within forty-five (45) days of execution of this Agreement and shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensor reserves the right to terminate this License Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to Licensor as provided in Paragraph 8. The above-referenced certificates shall be deposited with Licensor at the address identified in Paragraph 8. Notwithstanding the foregoing, Licensor acknowledges that as a municipal corporation Licensee is self-insured and shall provide a letter of self-insurance.

F. **General.** Any failure of either Party to demand or receive proof of insurance coverage shall not constitute a waiver of the other Party’s obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by either Party that the insurance requirements in this License Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all License Agreement requirements. A Party’s failure to carry or document required insurance shall constitute a breach of this License Agreement. If either Party fails to fulfill the insurance requirements of this License Agreement, the other Party reserves the right to stop the Use until proper evidence of insurance is provided, or this License Agreement may be terminated by the non-defaulting Party.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne the Party responsible for damages, claims, or other liability as may arise. Any insurance or self-insurance programs maintained by either Party do not contribute with insurance provided by the other Party under this License Agreement.

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All subcontractors of a Party, if any, are subject to the same insurance requirements herein unless otherwise specified in this License Agreement. Each Party shall require any subcontractors under this Agreement to maintain comparable insurance and in addition, the Board shall require its subcontractors to name the Licensor and its related agents, as listed above, as Additional Insureds. Each Party will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

Each Party agrees that insurers waive their rights of subrogation against the other Party.

Each Party reserves the right to modify, delete, alter or change insurance requirements in a commercially reasonable manner at any time and from time to time.

Licensor must register with the insurance certificate monitoring company designated below and must maintain a current insurance certificate on file during the Term of this License Agreement, including any extensions or renewals thereof. Each Party must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to the commencement of the Term. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year but is subject to change.

Each year, Licensor will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications, Inc.
211 W. Wacker – Suite 220
Chicago, IL 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

The website for online registration, insurance certificate submissions and annual fee payments is:
URL – <https://www.cpsvendorcert.com>.

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

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Execution page follows.

This Agreement will be posted on the CPS website.

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

BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: Charles Mayfield
Charles E. Mayfield
Chief Operating Officer

ST. PAULS UNITED CHURCH
OF CHRIST

By: [Signature]
Name: MADELINE LOCKHART
Title: DIRECTOR OF OPERATIONS
Dated: 07/12/2023

Dated: July 18, 2023 | 9:37:43 PM CDT

COO Report No.: 22-0225-COO10

Approved as to legal form: [Signature]
Ruchi Verma
Ruchi Verma
General Counsel