

LICENSE AGREEMENT FOR LICENSED PREMISES AT
DEVRY UNIVERSITY, 3300 NORTH CAMPBELL,
CHICAGO, ILLINOIS
BETWEEN DEVRY UNIVERSITY, INC AS LICENSOR,
AND THE BOARD OF EDUCATION OF THE CITY OF
CHICAGO, AS LICENSEE

DATED AS OF: July 1, 2004

LICENSE AGREEMENT FOR LICENSED PREMISES AT DEVRY UNIVERSITY, 3300 N. CAMPBELL, CHICAGO, ILLINOIS BETWEEN DEVRY UNIVERSITY, INC., AS LICENSOR, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE

THIS LICENSE AGREEMENT ("License") is made as of the 1ST day of July, 2004 between **DEVRY UNIVERSITY, Inc.**, an Illinois corporation ("Licensor"), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, hereinafter called "Licensee".

RECITALS

A. Licensor is the owner of the following described real property (the "Real Estate"):

**Devry University
3300 North Campbell
Chicago, Illinois 60618**

B. Licensor desires to license to Licensee the following portions of the Real Estate (the "Licensed Premises") in the Devry University Building ("Building") on the Real Estate, which shall include reasonable sufficient shared parking in the lots adjacent to the Building (students of License being charged a maximum of \$15.00 per semester/quarter for such parking) and such furniture as shall be agreed to by the parties:

Period A:

Summer 2004, Fall 2004, and Spring 2005 (3 Semesters from July 1, 2004 to June 31, 2005)

- Office: (SAC 304)
- Classrooms: (to be determined based on enrollment)
- Eating and Meeting Area: (SAC 302 from 7:30 a.m. to 4:30 p.m.)

Period B:

Summer 2005, Fall 2005, and Spring 2006 (3 Semesters)

- Office (two - SAC 304 and one (1) other office, with a combined total of at least 300 square feet)
- Classrooms: (to be determined based on enrollment)
- Eating and Meeting Area: (SAC 302 from 7:30 a.m. to 4:30 p.m.)

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 is hereby acknowledged and the mutual covenants and agreements set forth below, the parties agree as follows:

1. **GRANT/TERM.** The term of this License shall begin as of July 1, 2004 and shall end on June

30, 2006 ("Original Term" - the Original Term and any extensions thereof are collectively referred to herein as the "Term"). Notwithstanding the foregoing, the parties acknowledge and agree that, simultaneously with the execution of this License, the parties have entered into an Agreement for Educational Services ("Education Agreement") and that, if the Education Agreement is terminated for any reason, the Term of this License shall automatically terminate at the same time as the termination of the Education Agreement and all License Fees due and owing by the Licensee shall be prorated to the date of such termination. In addition, the Licensee shall have the option to renew the Original Term for all of Licensed Premises then covered by this License (the first being referred to herein as the "First Renewal Option" and the second being referred to herein as the "Second Renewal Option"), for two (2) additional periods of one (1) year each (the first, being referred to herein as the "First Renewal Term" and the second being referred to herein as the "Second Renewal Term"), the first Renewal Term commencing on July 1, 2006 and the Second Renewal Term commencing on July 1, 2007, upon the following terms and conditions:

- A. Licensee gives Licensor written notice of its exercise of the First Renewal Option on or before July 1, 2006 and, if Licensee exercised the First Renewal Option, if Licensee gives Licensor written notice of its exercise of the Second Renewal Option on or before July 1, 2007;
- B. Licensee is not in default under this License either on the date Licensee delivers either notice required under (A) above or on the expiration date of the Original Term for the First Renewal Option or on the expiration of the First Renewal Term for the Second Renewal Option; and
- C. All of the terms and provisions of this License shall be applicable to each Renewal Term, except the License Fee payable under Paragraph 9 - Period B below. If Licensee exercises either right to extend, as aforesaid, Licensee's rights with respect to each Renewal Term are further subject to the following terms and provisions:
 - (i) The License Fee for the either Renewal Terms shall be the then current market rate for comparable space in comparable condition buildings comparable to the Building in the same geographic area as the Building (said rate is hereinafter referred to as the "Market Rate").
 - (ii) Licensor shall deliver to Licensee a notice which shall specify the annual Market Rate for the applicable Renewal Term and the monthly installments thereof at least seven (7) months prior to the commencement of each Renewal Term. If Licensee disagrees with the Market Rate so determined by Licensor, Licensee may demand, at any time within 30 days of Licensee's receipt of Licensor's notice aforesaid, the determination of Market Rate shall be submitted to arbitration. Such arbitration shall be conducted in Chicago, Illinois in accordance with the following: the Licensor and Licensee each shall give notice (hereinafter referred to as the "Determination Notice") to the other setting forth their respective determinations of the Market Rate, and, subject to the provisions of Section C (iii) below, either party may apply to the American Arbitration Association or any successor thereto for the designation of an arbitrator satisfactory to both parties to render a final determination of the Market Rate.

The arbitrator shall be a real estate appraiser, or consultant, who shall have at least ten (10) years continuous experience in the business of appraising commercial real estate. The arbitrator shall conduct such hearings and investigations as the arbitrator shall deem appropriate and shall, within thirty (30) days after having been appointed, choose one of the determinations set forth in either Licensor's or Licensee's Determination Notice, and that choice by the arbitrator shall be binding upon Licensor and Licensee. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Section C (ii), and the parties shall share equally all other expenses and fees of any such arbitration. The determination rendered in accordance with the provisions of this Section C (ii) shall be final and binding in fixing the Market Rate. Other than the determination of the Market Rate, the arbitrator shall not have the power to add to, modify, or change any of the provisions of this License.

- (iii) If the determination of the Market Rate set forth in the Licensor's and Licensee's Determination Notices shall differ by less than ten percent (10%), then the Market Rate shall not be determined by arbitration, but shall instead be set by taking the average of the determinations set forth in Licensor's and Licensee's Determination Notices. Only if the determinations set forth in Licensor's and Licensee's Determination Notices shall differ by more than ten percent (10%) shall the actual determination of Market Rate be made by an arbitrator as set forth in Section C (ii) above.
- (iv) The term "Term" as used in this License shall mean and include each Renewal Term and the Termination Date under this License shall be the last day of such Renewal Term and Licensee shall execute such documents as Licensor may reasonably request, including an amendment hereto, setting forth the new Termination Date and the License Fee for each year of the Renewal Term.

2. **RELOCATION OPTION.** Licensor shall have the right, upon not less than thirty (30) days prior written notice to Licensee and to be exercised only one time during the Term hereof and any extensions thereof, to relocate Licensee to another location in the Building (hereinafter referred to as the Substituted Licensed Premises") provided such location contains an area equal to or larger than the Licensed Premises, is a configuration similar to the configuration of the Licensed Premises, is reasonably acceptable to the Licensee, and is made ready for Licensee's use thereof prior to relocation in order to avoid any business interruption to Licensee. The Licensor shall, in connection with such relocation, improve the Substituted Licensed Premises, at Licensor's sole cost and expense and in a manner reasonably satisfactory to Licensee, to a condition at least equal to the condition of the Licensed Premises (including any improvements to Licensed Premises by Licensee). Licensor shall pay any and all costs incurred by Licensee in connection with the aforesaid relocation, including, but not limited to, all costs and expenses incurred in moving Licensee's furniture, fixtures, files and equipment, costs of relocation of telephone systems, computers and other Licensee owned personal property which requires relocation and reinstallation, the cost of removal or installation of new supplemental air conditioning systems, cost of changes in stationary announcements and other material identifying the move, reimbursement for work hours lost by any employees of Licensee's involved in a such relocation and all costs and expenses to improve the Substitute Licensed Premises. All work performed in the Substitute Licensed Premises shall be by contractors reasonably acceptable to Licensee and

shall be new and of first class quality and grade. All improvements shall be delineated on plans and specifications prepared by Licensor and reasonably acceptable to Licensee. Licensor shall indemnify and hold the Licensee harmless from and against any and all claims, costs, expenses and liability rising in the connection with such relocation.

3. **COMMON AREAS.** Common Areas shall include such sidewalks, hallways, stairways, entryways, bathrooms and all other facilities furnished, made available or maintained by Licensor in the Building for the common and joint use and benefit of Licensor and Licensee and their respective students and invitees. The Common Areas shall be open for the joint use of the Licensee and Licensor. The Common Areas shall be subject to the exclusive control and management of Licensor. Licensor shall operate, manage, equip, light, insure, repair and maintain the Common Areas for their intended purposes in such manner as Licensor shall, in its sole discretion, determine and Licensor may, from time to time, limit access to the Common Areas during hours when the Building is closed. Licensor reserves the right to bar anyone from using the Common Areas who is unreasonably disruptive, disorderly, or potentially violent.
4. **USE OF THE LICENSED PREMISES.** Licensee will use and occupy the Licensed Premises for educational or educational related purposes, which shall house the Licensee's Office of High School Programs' Office of Education to Careers, Devry University Advantage Academy ("Academy") including meetings and providing breakfast and lunch to Licensee's students in the lunchroom. Use for any other purpose is prohibited unless Licensee obtains the prior written consent of Licensor therefor, which shall not be unreasonably withheld or delayed. The basic hours of such use shall be from 7:30 a.m. until 4:30 p.m.; provided however, Licensee shall be allowed to use the Licensed Premises during such other hours (including weekends and evenings) as required by the Licensee to operate the Academy. With the prior approval of Licensor, which shall not be unreasonably withheld or delayed, Licensee shall have the right to install the following items for use with the lunchroom, which shall be supplied at the Licensee's sole cost and expense: refrigerator(s), stainless steel storage/shelving, tables, chairs and other equipment and furniture related thereto. Licensor shall not be deemed to have unreasonably withheld its consent to install the foregoing if the space where the foregoing are to be installed is insufficient for any reason, including, but not limited to, insufficient size or utilities.
5. **MECHANIC LIENS.** The Licensee agrees not to suffer any mechanics', laborers' or materialmen's liens to be filed against the Building or the Licensed Premises or any part hereof or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Licensed Premises or the Building, by, or at the direction or sufferance of, Licensee, or anyone holding by, through or under the Licensee; provided, however, that if any such liens shall, at any time, be filed or claimed, Licensee shall have the right to contest, in good faith and with reasonable diligence, any and all such liens, provided security satisfactory to Licensor is deposited with Licensor to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Building or any portion thereof by reason of nonpayment thereof. On final determination of the lien or claim for lien, Licensee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released of record and any judgment satisfied. If Licensee shall fail to contest the same with due diligence (having secured Licensor's consent as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and in any case, before judgment of sale, foreclosure or forfeiture thereunder, then, in addition to any other right or remedy of Licensor, Licensor may, at its option, discharge the same by paying the amount

claimed to be due or by bonding or other proceeding deemed appropriate by Licensor, and the amount so paid by Licensor and/or all costs and expenses, including reasonable attorneys' fees, expenses and court costs, incurred by Licensor in procuring the discharge of such lien or judgment shall be due and payable by Licensee to Licensor on the first day of the next following month.

6. **ENVIRONMENTAL.** Licensee agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (hereinafter defined) in, on, under, around or above the Licensed Premises now or at any future time and will indemnify, defend and save Licensor harmless from and against any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials in the Licensed Premises during the term hereof. The term "Hazardous Materials," when used herein, means without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances or materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251, et seq.); the Rivers and Harbors Act (33 U.S.C. §401 et seq.); and any so-called "Superlien Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect.
7. **CONDITION OF THE LICENSED PREMISES AND LICENSOR'S RESPONSIBILITIES.** Except for the completion of electrical work to the Licensed Premises, which is the responsibility of Licensor, Licensee is accepting the Licensed Premises in an "AS-IS" condition and Licensee has examined and knows the condition of the Licensed Premises and furniture and has received the same in good order and repair, and no representations as to the condition or repair of the Licensed Premises or furniture have been made by Licensor or its agents prior to or at the execution of this License, that are not herein expressed herein.
8. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.** Licensee shall not have the right to make, or suffer or permit to be made, any alterations, additions or improvements in or about the Licensed Premises without first obtaining the written consent of Licensor, which consent shall not be unreasonably withheld or delayed. Any and all alterations, additions and improvements shall be done at Licensee's own expense, and no liens of mechanics, materialmen, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Licensed Premises or the Real Estate.

9. **LICENSE FEE.** In consideration of the licensing of the Licensed Premises as set forth above, Licensee covenants and agrees to pay to the Licensor as a license fee ("License Fee") for the Licensed Premises, in monthly installments, in advance, as follows:

Period A:

- Office:	\$ 2,000.00
- Classrooms:	\$44,000.00
- Eating and Meeting Area:	<u>\$ 5,500.00</u>
Total Annual Fee:	\$51,500.00

Total Monthly Fee: \$4,291.17

Period B:

- Offices:	\$ 6,000.00
- Classrooms:	\$44,000.00
- Eating and Meeting Area:	<u>\$ 5,500.00</u>
Total Annual Fee:	\$55,500.00

Total Monthly Fee: \$4,625.00

at the address for notices to Licensor herein specified or as may otherwise be specified in a notice from Licensor to Licensee.

10. **LICENSOR COVENANTS.** Throughout the Term and any renewal thereof, Licensor shall provide the following:

- A. heat, air-conditioning, and electricity necessary for the use and occupancy of the Licensed Premises for the purposes for which this License is made; and;
- B. routine maintenance of the Licensed Premises;
- C. any necessary or extraordinary maintenance or major repairs including, but not limited to, painting, repairing and replacing stairs, floors, walls, ceilings, lighting and HVAC fixtures, the roof and all other parts of the physical plant;
- D. repairs and maintenance of the facilities, fixtures and equipment providing hot and cold running water, drinking water and toilet services. All of the foregoing shall be maintained in good operating order and in a safe, healthful and clean condition;
- E. prompt removal of snow and ice from the sidewalks, steps, walkways, driveways and entrance ways serving the Licensed Premises or the Real Estate in which the Licensed Premises are situated;
- F. washing of inside and outside windows at the Licensed Premises on a reasonable basis;

- F. compliance, at all times, of the Licensed Premises with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Licensed Premises. Licensor agrees that the Licensee has the right to inspect, sample and analyze the materials, systems and structures in the Licensed Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Licensed Premises with standards or guidelines established by any of the foregoing
11. **JANITORIAL SERVICES.** Licensor shall provide janitorial services for the maintenance of the Licensed Premises including, but not limited to, cleaning, washing, emptying waste- baskets, sweeping of any kind, moving of furniture, and replacing of light bulbs.
12. **GUARANTEED ACCESS AND USE.** Licensor covenants that Licensee shall have the right to have access to and use the Licensed Premises, during school hours, without any encumbrance or hindrance by or from Licensor, its agents, employees, successors and assigns.
13. **SURRENDER OF LICENSED PREMISES UPON TERMINATION.** Upon termination of this License, by lapse of time or otherwise, the Licensee shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, equipment, fixtures, partitions and improvements of all kinds which it may have erected or installed from said Licensed Premises. The Licensee shall deliver the Licensed Premises, upon termination, in as good a state or condition as the same were when entered upon, less reasonable use and wear thereof and damages by fire and accident excepted.
14. **INSURANCE.**
- A. Licensee self-insures with regard to liability and property damage for at least the first Two Million and No/100 Dollars (\$2,000,000.00) and Licensee agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Term.
- B. Licensor agrees that it either self-insures or holds policies of insurance for liability and property damage in amounts not less than \$2,000,000.00 and shall maintain such insurance throughout the Term.
- C. Each party agrees that, to the extent it is available, it will furnish a certificate of insurance to the other party naming the other party as an additional insured under its policy or self-insured program.
- D. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this License or anyone claiming by, through or under them in connection with the Licensed Premises and (b) such party is then either covered in whole or in part by insurance (or self-insurance) with respect to such loss, cost, damage or expense, or required under this Lease to be so insured (or self-insured), then the party so insured (or so required or self-insured) hereby releases the other party from any liability said other party may have on account of such

loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or self-insurance (or which could have been recovered, had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

15. **LICENSOR DEFAULT.** If Licensor breaches any provision of this License not caused by the acts or negligence of the Licensee and such breach shall continue for thirty (30) days after Licensee has notified the Licensor by written notice of such failure, unless in the case of such breach which cannot be remedied within thirty (30) days where Licensor shall have commenced and shall be diligently pursuing all necessary action to remedy such breach, the Licensee may, but shall not be obligated to, cure the breach and deduct the cost and expense thereof from the License Fee due under this License or immediately terminate this License by providing Licensor written notice as provided for herein.
16. **LICENSEE DEFAULT.** If the Licensee: (a) fails to pay the License Fee or (b) breaches any provision of this License not caused by the acts or negligence of the Licensor and such breach shall continue for thirty (30) days after Licensor has notified the Licensee by written notice of such breach, unless in the case of such breach which cannot be remedied within thirty (30) days where Licensee shall have commenced and shall be diligently pursuing all necessary action to remedy such breach, the Licensor may, but shall not be obligated to, cure the breach itself and demand payment from the Licensee or elect to terminate this License by providing Licensee written notice as provided for herein. Termination under this paragraph 16 shall only be effective as of the end of a school semester.
17. **CASUALTY AND CONDEMNATION.** If the Licensed Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Licensor or Licensee may elect to terminate this License as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings, the License Fee shall abate as of the date of the casualty or taking. If there is any award or payment by the condemning governmental entity, and if the Licensor's award or payment is not diminished thereby, Licensee shall be entitled to that portion of the award or payment representing compensation for (a) the loss, if any, of Licensee's personal property and fixtures and (b) Licensee's moving expenses. Licensor agrees to promptly notify Licensee if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.
18. **INDEMNIFICATION.**
 - A. Licensee hereby agrees to indemnify and hold the Licensor harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensor as a result of Licensee's actions on or about the Licensed Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by

Licensor's negligent acts, errors and/or omissions.

- B. Licensor hereby agrees to indemnify and hold the Licensee harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensee as a result of Licensor's actions on or about the Licensed Premises and the Real Estate, limited, however, to only such liabilities, claims or demands which arise or are caused by Licensor's negligent acts, errors and/or omissions.
19. **SUBLICENSE/ASSIGNMENT.** Licensee shall not sublicense or assign its rights to all or any part of the Licensed Premises without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed.
20. **SECURITY.** Licensor agrees to establish and maintain security measures reasonably appropriate to protect the Real Estate, the Common Elements, and the Licensed Premises, and individuals properly present at either of the foregoing and the personal property located thereon. Licensee agrees to cooperate with Licensor in maintaining security and in establishing security measures for the Licensed Premises. Licensee understands and agrees that Licensor does not guaranty the safety or security of persons or property and Licensor shall not be liable for any theft, property damage, or personal injuries that result from criminal acts.
21. **NOTICES.** All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served and effective (a) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent, or (b) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Licensor: DeVry University
3300 North Campbell
Chicago, Illinois 60618
Attention: Gene Hallongren

If to Licensee: BOARD OF EDUCATION
125 South Clark Street, 16th Floor
Chicago, Illinois 60603
Attention: Director of Real Estate

With a copy to: 125 South Clark Street
Suite 700
Chicago, Illinois 60603
Attention: General Counsel

With an additional
copy to: Office of Education to Careers
125 South Clark Street
12th Floor
Chicago, Illinois 60603
Attention: Jill Wine-Banks

Either party may, from time to time, change the names and addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

22. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this License have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.
23. **SUCCESSORS AND ASSIGNS.** This License shall inure to the benefit of and be binding upon the respective parties hereto, their successors and permitted assigns.
24. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this License do hereby individually represent and warrant that they have full power and lawful authority to execute this License and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.
25. **SEVERABILITY.** If any provision(s) of this License is (are) determined to be legally invalid, the parties hereto agree that particular provision shall be null and void, but that the remainder of this License shall remain in full force and effect.
26. **CONFLICT OF INTEREST.** 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 Licensee Board Members during the one year period following expiration or other termination of their terms of office.
27. **INDEBTEDNESS.** Licensor agrees to comply with the Licensee's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
28. **INSPECTOR GENERAL.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education 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. Notwithstanding the foregoing, Licensor shall not have to disclose any confidential or proprietary information which Licensor believes in good faith is protected from disclosure by law (such as FERPA) or court order.
29. **ETHICS.** The Licensee's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time is incorporated into and made part of this License.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the first day of July, 2004.

Licensor:

DEVRY UNIVERSITY, INC., an Illinois corporation

By: James P. Halperin 12/15/04
Its: PRESIDENT - CHICAGO CAMPUS

Licensee:

**BOARD OF EDUCATION OF THE CITY OF CHICAGO,
a body politic and corporate**

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

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Board Report No: 04-0623-OP4

04-0922-AR1 and 04-1117-AR1

Approved as to Legal Form: JCR

Ruth Moscovitch
Ruth Moscovitch, General Counsel

RENEWAL OF LICENSE AGREEMENT

THIS RENEWAL OF LICENSE AGREEMENT ("Renewal Agreement") is entered into as of the first day of July, 2006, between **DEVRY UNIVERSITY, INC.**, an Illinois corporation, ("Licensor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** ("Licensee"), a body politic and corporate.

RECITALS

- A. The Licensor and Licensee entered into that certain License Agreement dated as of July 1, 2004, ("License Agreement") in which the Licensor and the Licensee agreed that the Licensee could use certain portions of a Building and have the shared use of a parking lot (collectively the "Premises") on real estate owned by Licensor located at 330 North Campbell, Chicago, Illinois under the terms and conditions set forth in the License Agreement.; and
- B. The parties hereto desire to renew the License Agreement on the terms and conditions as set forth herein, and not otherwise.
- C. All defined terms used herein shall have the same meaning as in the License Agreement unless the context clearly requires a different meaning or connotation.

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 License Agreement shall be renewed for an additional twelve (12) month term to commence on July 1, 2006 and to continue through June 30, 2007 ("First Renewal Term"). The parties further agree that the Licensee has hereby exercised its First Renewal Option under the License Agreement and that the Licensee still has the right to exercise the Second Renewal Option to further renew the term of the License Agreement for the period July 1, 2007 to June 30, 2008.
- 2. During the First Renewal Term, the License Fee under Paragraph 9 of the License Agreement shall be Fifty Five Thousand and 00/100 Dollars (\$55,000.00), payable in monthly installments, in advance, of Four Thousand Five Hundred Eight Three and 33/100 Dollars (\$4,583.33).
- 3. During the First Renewal Term, the following shall apply:
 - A. The Premises shall consist of two (2) offices (totaling 300 square fee), four (4) classrooms and a lunchroom; reasonably sufficient shared parking in the lots adjacent to the Building (students of Licensee being charged \$15.00 per semester/quarter for such parking); and such furniture as shall be agreed to by the parties; and

B. The Licensee shall have the right to use the Premises for the Office of High School Program's DeVry University Advantage Academy (the "Academy") daily between the hours of 7:30 a.m. and 4:30 p.m. and such other hours (including weekends and evenings) as required by Licensee to operate the Academy.

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

By: _____

~~Michael W. Scott, President~~
SEAN P. MURPHY
CHIEF OPERATING OFFICER

Attest: _____

~~Estela G. Beltran, Secretary~~

DEVRY UNIVERSITY, INC.

By: _____

Name: **EUGENE G. HALCONGREN**
Title: **(CHICAGO CAMPUS) PRESIDENT**

Attest: _____

Name: _____

Title: _____

COO Report No.: 06-0328-COO19

Approved as to Legal Form: *se*

Patrick J. Rocks

Patrick J. Rocks, General Counsel

SECOND RENEWAL OF LICENSE AGREEMENT

THIS SECOND RENEWAL OF LICENSE AGREEMENT ("Second Renewal Agreement") is entered into as of the first day of July, 2007, between **DEVRY UNIVERSITY, INC.**, an Illinois corporation, ("Licensor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** ("Licensee"), a body politic and corporate.

RECITALS

- A. The Licensor and Licensee entered into that certain License Agreement dated as of July 1, 2004, ("License Agreement") in which the Licensor and the Licensee agreed that the Licensee could use certain portions of a Building and have the shared use of a parking lot (collectively the "Premises") on real estate owned by Licensor located at 3330 North Campbell, Chicago, Illinois under the terms and conditions set forth in the License Agreement;
- B. As of July 1, 2006, the parties renewed the Term of the License Agreement from July 1, 2006 to June 1, 2007;
- C. The parties desire to further renew the License Agreement on the terms and conditions as set forth herein, and not otherwise; and
- D. All defined terms used herein shall have the same meaning as in the License Agreement unless the context clearly requires a different meaning or connotation.

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 License Agreement shall be renewed for an additional twelve (12) month term to commence on July 1, 2007 and to continue through June 30, 2008 ("Second Renewal Term"). The parties further agree that the Licensee has hereby exercised its Second Renewal Option under the License Agreement.
2. During the Second Renewal Term, the License Fee under Paragraph 9 of the License Agreement shall be Seventy Thousand Five Hundred and 00/100 Dollars (\$70,500.00), payable in monthly installments, in advance, of Five Thousand Eight Hundred Seventy Five and 00/100 Dollars (\$5,875.00).
3. During the First Renewal Term, the following shall apply:
 - A. The Premises shall consist of two (2) offices (totaling 300 square fee), four (4) classrooms and a lunchroom; reasonably sufficient shared parking in the lots adjacent to the Building (students of Licensee being charged \$15.00 per semester/quarter for such

parking); and such furniture as shall be agreed to by the parties; and

B. The Licensee shall have the right to use the Premises for the Office of High School Program's DeVry University Advantage Academy (the "Academy") daily between the hours of 7:30 a.m. and 4:30 p.m. and such other hours (including weekends and evenings) as required by Licensee to operate the Academy.

4. Except as specifically amended herein, all other terms of the License 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

DEVRY UNIVERSITY, INC.

By: *M. Hill Hammock*
David Vitale, Chief Operating Officer
M. Hill Hammock

By: *Eugene G. Hallgren*
Name: *EUGENE G. HALLGREN*
Title: *PRESIDENT - CHICAGO CAMPUS*

Attest: *Lorraine E. Brown*
Name: *LORRAINE E. BROWN*
Title: *Notary 5/7/07*

COO Report No.: 07-0418-COO22

Approved as to Legal Form: *AL*
Patrick J. Rocks
Patrick J. Rocks, General Counsel



THIRD RENEWAL OF LICENSE AGREEMENT

THIS THIRD RENEWAL OF LICENSE AGREEMENT ("Third Renewal Agreement") is entered into as of the first day of July, 2008, between **DEVRY UNIVERSITY, INC.**, an Illinois corporation, ("Licensor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** ("Licensee"), a body politic and corporate.

RECITALS

- A. The Licensor and Licensee entered into that certain License Agreement dated as of July 1, 2004, ("License Agreement") in which the Licensor and the Licensee agreed that the Licensee could use certain portions of a Building and have the shared use of a parking lot (collectively the "Premises") on real estate owned by Licensor located at 3330 North Campbell, Chicago, Illinois under the terms and conditions set forth in the License Agreement;
- B. As of July 1, 2006, the parties renewed the Term of the License Agreement from July 1, 2006 to June 1, 2007;
- C. As of July 1, 2007, the parties further renewed the Term of the License Agreement from July 1, 2007 to June 1, 2008;
- D. The parties desire to further renew the License Agreement on the terms and conditions as set forth herein, and not otherwise; and
- E. All defined terms used herein shall have the same meaning as in the License Agreement unless the context clearly requires a different meaning or connotation.

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 License Agreement shall be renewed for an additional twelve (12) month term to commence on July 1, 2008 and to continue through June 30, 2009 ("Third Renewal Term"). The Board shall have an option to renew the Term of the License Agreement for an additional one (1) year term commencing on July 1, 2009 and ending on June 30, 2010. Notwithstanding the foregoing, if for any reason, a current Educational Services Agreement between the Licensor and the Licensee is not executed or, if it is executed and it terminates for any reason, this Third Renewal Agreement shall automatically terminate.
2. During the Third Renewal Term, the License Fee under Paragraph 9 of the License Agreement shall be Seventy Thousand Five Hundred and 00/100 Dollars (\$70,500.00), payable in monthly installments, in advance, of Five Thousand Eight Hundred Seventy Five and 00/100 Dollars (\$5,875.00).

3. During the Third Renewal Term, the following shall apply:

A. The Premises shall consist of two (2) offices (totaling 300 square fee), five (5) classrooms and a lunchroom; reasonably sufficient shared parking in the lots adjacent to the Building (students of Licensee being charged \$15.00 per semester/quarter for such parking); and such furniture as shall be agreed to by the parties; and

B. The Licensee shall have the right to use the Premises for the Office of High School Program's DeVry University Advantage Academy (the "Academy") daily between the hours of 7:30 a.m. and 4:30 p.m. and such other hours (including weekends and evenings) as required by Licensee to operate the Academy.

4. Except as specifically amended herein, all other terms of the License 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 date set forth at the beginning of this document.

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

By: *M. Hill Hammock*
M. Hill Hammock, Chief Operating Officer

DEVRY UNIVERSITY, INC.

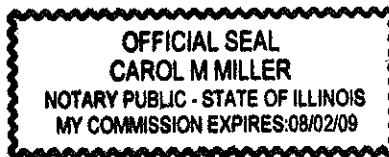
By: *Jerry R. Dill*
Name: JERRY R. DILL
Title: PRESIDENT DEVRY CHICAGO

Attest: *Carol M. Miller*
Name: CAROL M. MILLER
Title: NOTARY PUBLIC

COO Report No.: 08-0602-COO16

Approved as to Legal Form: *PK*

Patrick J. Rocks
Patrick J. Rocks, General Counsel



**FOURTH AGREEMENT TO RENEW LICENSE FOR
USE OF SPACE AT 3300 NORTH CAMPBELL, CHICAGO, ILLINOIS,
BETWEEN DEVRY UNIVERSITY, INC., AS LICENSOR, AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS FOURTH AGREEMENT TO RENEW LICENSE AGREEMENT ("Fourth Renewal Agreement") is entered into as of the first day of July, 2009 (the "Effective Date"), between **DEVRY UNIVERSITY, INC.** (the "Licensor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "Licensee").

RECITALS

A. Licensor is the owner of certain real estate located at 3300 N. Campbell, Chicago, Illinois, which is improved with a building ("Building");

B. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2004 in which the Licensor and the Licensee agreed that the Licensee could use certain portions of the Building and have the shared use of a parking lot (the "Premises") for the period commencing on July 1, 2004 and terminating on June 30, 2006; as renewed by that certain Renewal of License Agreement for a term commencing July 1, 2006 and ending June 30, 2007; as renewed by that certain Second Renewal of License Agreement for a term commencing July 1, 2007 and ending June 30, 2008; and as further renewed by that certain Third Renewal of License Agreement for a term commencing July 1, 2008 and ending June 30, 2009 (collectively, the "License Agreement").

C. The parties hereto desire to renew the License 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, the parties agree as follows:

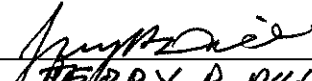
1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License Agreement.
2. **GRANT/RENEWAL TERM.** Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional one (1) year period commencing as of the Effective Date and ending June 30, 2010 ("Fourth Renewal Term").
3. **FEE FOR FOURTH RENEWAL TERM.** The License Fee for the Fourth Renewal Term shall be Seventy Thousand Five Hundred and no/100 Dollars (\$70,500.00); payable in monthly installments.
4. **OTHER LICENSE TERMS.** Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect during the Fourth Renewal Term.

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

LICENSEE:
**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

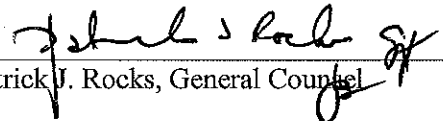
By: 
Name: Robert W. Runcie
Title: Chief Operating Officer

LICENSOR:
DEVRY UNIVERSITY, INC.

By: 
Name: TERRY R. DILL
Title: PRESIDENT
DEVRY UNIVERSITY
CHICAGO, METRO

COO Report No.: 09-0609-C009

Approved as to Legal Form:


Patrick J. Rocks, General Counsel

**SIXTH AGREEMENT TO RENEW LICENSE FOR
USE OF SPACE AT 3300 NORTH CAMPBELL, CHICAGO, ILLINOIS,
BETWEEN DEVRY UNIVERSITY, INC., AS LICENSOR, AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS SIXTH AGREEMENT TO RENEW LICENSE AGREEMENT ("Sixth Renewal Agreement") is entered into as of the first day of July, 2011 (the "Effective Date"), between DEVRY UNIVERSITY, INC. (the "Licensor") and the BOARD OF EDUCATION OF THE CITY OF CHICAGO (the "Licensee").

RECITALS

A. Licensor is the owner of certain real estate located at 3300 N. Campbell, Chicago, Illinois, which is improved with a building ("Building");

B. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2004 in which the Licensor and the Licensee agreed that the Licensee could use certain portions of the Building and have the shared use of a parking lot (the "Premises") for the period commencing on July 1, 2004 and terminating on June 30, 2006; as renewed by that certain Renewal of License Agreement for a term commencing July 1, 2006 and ending June 30, 2007; as renewed by that certain Second Renewal of License Agreement for a term commencing July 1, 2007 and ending June 30, 2008; as renewed by that certain Third Renewal of License Agreement for a term commencing July 1, 2008 and ending June 30, 2009; and as further renewed by that certain Fourth Renewal of License Agreement for a term commencing July 1, 2009 and ending June 30, 2010; as renewed by that certain Fifth Renewal of License Agreement for a term commencing July 1, 2010 and ending June 30, 2011 (collectively, the "License Agreement").

C. The parties hereto desire to renew the License 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, the parties agree as follows:


1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License Agreement.
2. **GRANT/RENEWAL TERM.** By mutual agreement, Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional two (2) year period commencing as of the Effective Date and ending June 30, 2013 ("Sixth Renewal Term").
3. **FEE FOR SIXTH RENEWAL TERM.** There shall be no License Fee for the Sixth Renewal Term.
4. **OTHER LICENSE TERMS.** Except as specifically amended herein, all other terms of the License 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 date set forth at the beginning of this document.

LICENSEE:
BOARD OF EDUCATION OF THE
CITY OF CHICAGO

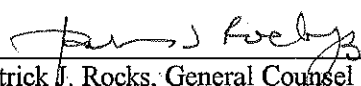
By: 
Name: Patricia L. Taylor
Title: Chief Operating Officer

LICENSOR:
DEVRY UNIVERSITY, INC.

By: 
Name: CANDACE L. GOODWIN
Title: President

COO Report No.: 11-0808-COO7

Approved as to Legal Form: 


Patrick J. Rocks, General Counsel

**FIFTH AGREEMENT TO RENEW LICENSE FOR
USE OF SPACE AT 3300 NORTH CAMPBELL, CHICAGO, ILLINOIS,
BETWEEN DEVRY UNIVERSITY, INC., AS LICENSOR, AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS FIFTH AGREEMENT TO RENEW LICENSE AGREEMENT ("Fifth Renewal Agreement") is entered into as of the first day of July, 2010 (the "Effective Date"), between **DEVRY UNIVERSITY, INC.** (the "Licensor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "Licensee").

RECITALS

A. Licensor is the owner of certain real estate located at 3300 N. Campbell, Chicago, Illinois, which is improved with a building ("Building");

B. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2004 in which the Licensor and the Licensee agreed that the Licensee could use certain portions of the Building and have the shared use of a parking lot (the "Premises") for the period commencing on July 1, 2004 and terminating on June 30, 2006; as renewed by that certain Renewal of License Agreement for a term commencing July 1, 2006 and ending June 30, 2007; as renewed by that certain Second Renewal of License Agreement for a term commencing July 1, 2007 and ending June 30, 2008; as renewed by that certain Third Renewal of License Agreement for a term commencing July 1, 2008 and ending June 30, 2009; and as further renewed by that certain Fourth Renewal of License Agreement for a term commencing July 1, 2009 and ending June 30, 2010 (collectively, the "License Agreement").

C. The parties hereto desire to renew the License 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, the parties agree as follows:


1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License Agreement.
2. **GRANT/RENEWAL TERM.** By mutual agreement, Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional one (1) year period commencing as of the Effective Date and ending June 30, 2011 ("Fifth Renewal Term").
3. **FEE FOR FIFTH RENEWAL TERM.** There shall be no License Fee for the Fifth Renewal Term.
4. **OTHER LICENSE TERMS.** Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect during the Fifth Renewal Term.

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

LICENSEE:
**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**


By: 
Name: Patricia L. Taylor
Title: Chief Operating Officer

LICENSOR:
DEVRY UNIVERSITY, INC.

By: 
Name: CANDACE L. GOODWIN
Title: President

COO Report No.: 10-0628-0007

Approved as to Legal Form:


Patrick J. Rocks, General Counsel

This Agreement will be posted on the CPS internet website

**SEVENTH AGREEMENT TO RENEW LICENSE FOR
USE OF SPACE AT 3300 NORTH CAMPBELL, CHICAGO, ILLINOIS,
BETWEEN DEVRY EDUCATION GROUP INC., AS LICENSOR, AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS SEVENTH AGREEMENT TO RENEW LICENSE AGREEMENT ("Seventh Renewal Agreement") is entered into as of the first day of July, 2013 (the "Effective Date"), between **DEVRY EDUCATION GROUP INC.** (the "Licensor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the "Licensee").

RECITALS

A. Licensor is the owner of certain real estate located at 3300 N. Campbell, Chicago, Illinois, which is improved with a building ("Building");

B. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2004 in which the Licensor and the Licensee agreed that the Licensee could use certain portions of the Building and have the shared use of a parking lot (the "Premises") for the period commencing on July 1, 2004 and terminating on June 30, 2006; as renewed by that certain Renewal of License Agreement for a term commencing July 1, 2006 and ending June 30, 2007; as renewed by that certain Second Renewal of License Agreement for a term commencing July 1, 2007 and ending June 30, 2008; as renewed by that certain Third Renewal of License Agreement for a term commencing July 1, 2008 and ending June 30, 2009; and as further renewed by that certain Fourth Renewal of License Agreement for a term commencing July 1, 2009 and ending June 30, 2010; as renewed by that certain Fifth Renewal of License Agreement for a term commencing July 1, 2010 and ending June 30, 2011; as renewed by that certain Sixth Renewal of License Agreement for a term commencing July 1, 2011 and ending June 20, 2013 (collectively, the "License Agreement").

C. The parties hereto desire to renew the License 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, the parties agree as follows:

1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License Agreement.
2. **GRANT/RENEWAL TERM.** By mutual agreement, Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional five (5) year period commencing as of the Effective Date and ending June 30, 2018 ("Seventh Renewal Term").

This Agreement will be posted on the CPS internet website


3. **FEE FOR SEVENTH RENEWAL TERM.** The annual rent equivalent value of the fully furnished and equipped Licensed Premises is \$389,972.00. There shall be no License Fee for the Seventh Renewal Term.

4. **LICENSED PREMISES FOR THE SEVENTH RENEWAL TERM.** During the Seventh Renewal Term, the Licensed Premises shall consist of the following as depicted on Exhibit A hereto and incorporated by reference herein: one (1) administrative area consisting of two (2) offices and nine (9) workstations; six (6) classrooms; and one (1) lunchroom; for a total of 8,863 usable square feet. The Licensed Premises have been provided by Licensor fully furnished for Licensee's use. Licensor shall have access to the non-administrative area of the Licensed Premises on weekdays after 5pm, weekends and at any time that Licensee's classes are not in session.

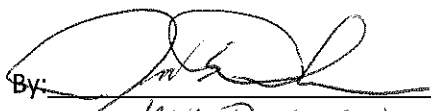
5. **OTHER LICENSE TERMS.** Licensor has made available for Licensee's use within the Licensed Premises equipment as depicted on Exhibit B. Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect during the Seventh Renewal Term.

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

LICENSEE:
BOARD OF EDUCATION OF THE
CITY OF CHICAGO


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

LICENSOR:
DEVRY EDUCATION GROUP INC.

By: 
Name: JACK DISHMAN
Title: SR DIRECTOR OF RE

COO Report No.: 13-0606-C006

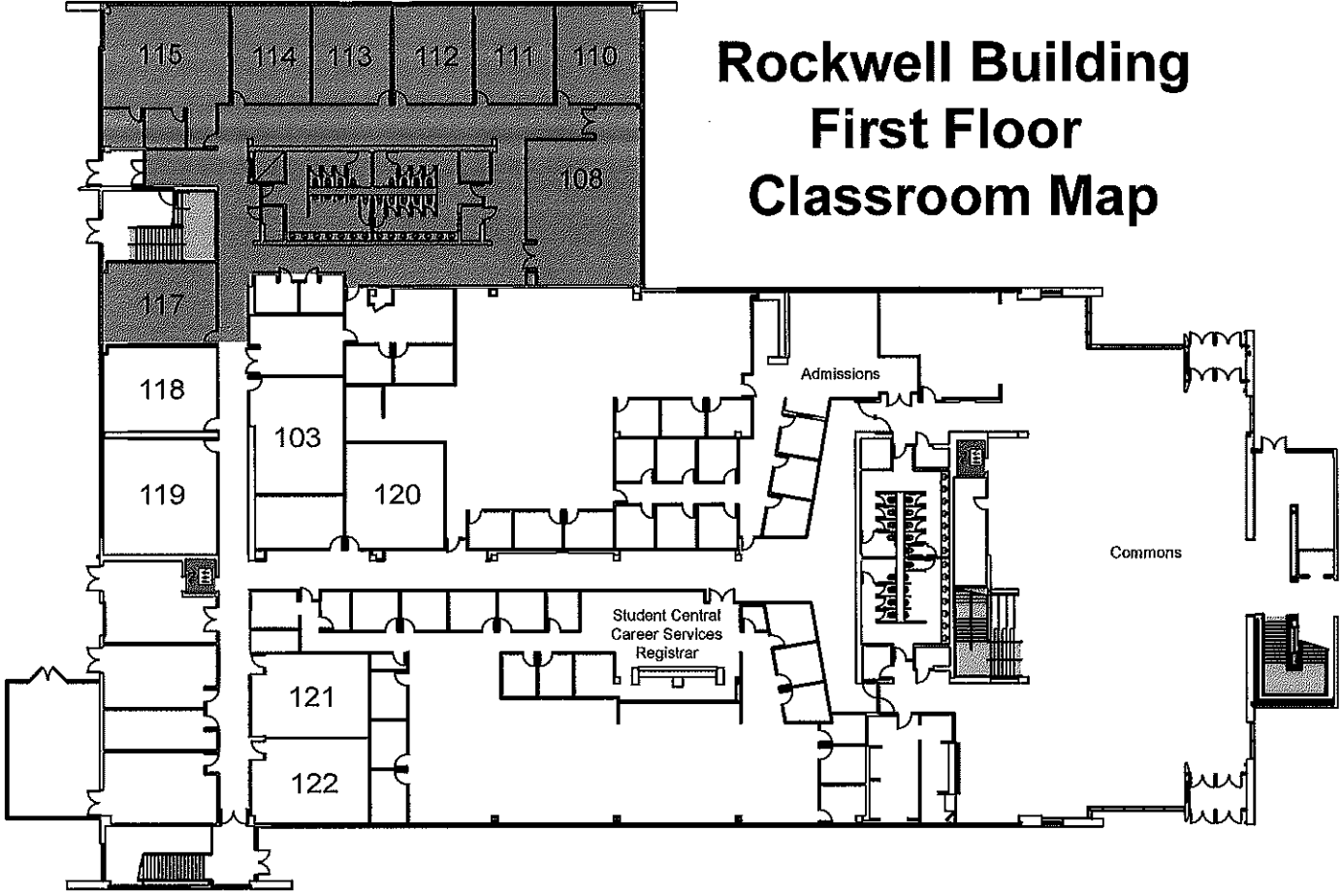
Approved as to Legal Form: 


James L. Bebley, General Counsel

This Agreement will be posted on the CPS internet website

EXHIBIT A
FLOOR PLAN

Rockwell Building First Floor Classroom Map



This Agreement will be posted on the CPS internet website

EXHIBIT B
EQUIPMENT

Administrative Offices: Seven (7) desktop computers

Classrooms: Six (6) desktop computers

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

**EIGHTH AGREEMENT TO RENEW LICENSE FOR
USE OF SPACE AT 3300 NORTH CAMPBELL, CHICAGO, ILLINOIS,
BETWEEN DEVRY UNIVERSITY, INC., AS LICENSOR, AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS EIGHTH AGREEMENT TO RENEW LICENSE AGREEMENT ("Eighth Renewal Agreement") is entered into as of the first day of July, 2018 (the "Effective Date"), between DEVRY UNIVERSITY, INC. (the "Licensor") and the BOARD OF EDUCATION OF THE CITY OF CHICAGO (the "Licensee").

RECITALS

A. Licensor is the tenant of certain real estate located at 3300 N. Campbell, Chicago, Illinois, which is improved with a building ("Building").

B. The Licensor and the Licensee entered into that certain License Agreement dated as of July 1, 2004 in which the Licensor and the Licensee agreed that the Licensee could use certain portions of the Building and have the shared use of a parking lot (the "Licensed Premises") for the period commencing on July 1, 2004 and terminating on June 30, 2006; as renewed by that certain Renewal of License Agreement for a term commencing July 1, 2006 and ending June 30, 2007; as renewed by that certain Second Renewal of License Agreement for a term commencing July 1, 2007 and ending June 30, 2008; as renewed by that certain Third Renewal of License Agreement for a term commencing July 1, 2008 and ending June 30, 2009; and as renewed by that certain Fourth Agreement to Renew License Agreement for a term commencing July 1, 2009 and ending June 30, 2010; as renewed by that certain Fifth Agreement to Renew License Agreement for a term commencing July 1, 2010 and ending June 30, 2011; as renewed by that certain Sixth Agreement to Renew License Agreement for a term commencing July 1, 2011 and ending June 30, 2013; as renewed by that certain Seventh Agreement to Renew License Agreement for a term commencing July 1, 2013 and ending June 30, 2018 (collectively, the "License Agreement").

C. The parties hereto desire to renew the License 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, the parties agree as follows:

1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License Agreement.
2. **GRANT/RENEWAL TERM.** By mutual agreement, Licensor hereby licenses the Licensed Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional five (5) year period commencing as of the Effective Date and ending June 30, 2023 ("Eighth Renewal Term").

3. **TERMINATION.** Simultaneously with the execution of this Eighth Renewal Agreement, the parties have entered into an Educational Services Agreement with DeVry University ("**2018 Education Agreement**") effective July 1, 2018. If the 2018 Education Agreement is terminated for any reason, then this Eight Renewal Term will also terminate, effective as of the date of termination of the 2018 Education Agreement. Licensee shall have the option to terminate this Eighth Renewal Term without cause, at any time, by providing Licensor with thirty (30) days prior written notice. Licensor shall have the option to terminate this Eighth Renewal Term if all of the following conditions are met:

(a) Licensor shall give Licensee at least six (6) months' prior written notice of the termination; and

(b) The termination date cannot occur during the regular school year; and

(c) Licensor has provided a new location ("**Relocation Facility**") for the Advantage Academy program, and Licensee has approved of such Relocation Facility as detailed in Section 6 of the 2018 Education Agreement; and

(d) Licensor and Licensee have entered into a no-cost lease agreement for the Relocation Facility on terms no less favorable than this License Agreement, and such lease agreement shall include at least ten (10) no-cost parking spaces for Licensee's use; and

(e) The Relocation Facility is ready to open at the beginning of the school year, usually commencing September 1.

4. **LICENSED PREMISES.** During the Eighth Renewal Term, the Licensed Premises shall consist of the following depicted on Exhibit A hereto and incorporated by reference herein: one (1) administrative area consisting of two (2) offices, seven (7) workstations, and one (1) printer; three (3) administrative offices consisting of three (3) workstations; seven (7) classrooms containing one (1) workstation per classroom; and one (1) lunchroom; for a total of approximately 9,375 usable square feet. The Licensed Premises have been provided by Licensor fully furnished for Licensee's use. Licensor shall have access to the non-administrative area of the Licensed Premises on weekdays after 5pm, weekends, and at any time that Licensee's classes are not in session.

5. **FEE FOR EIGHTH RENEWAL TERM.** There shall be no License Fee for the Eighth Renewal Term.

6. **OTHER LICENSE TERMS.** Licensor has made available for Licensee's use within the Licensed Premises equipment as depicted in Exhibit B. Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect during the Eighth Renewal Term.

(signature page to follow)

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

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

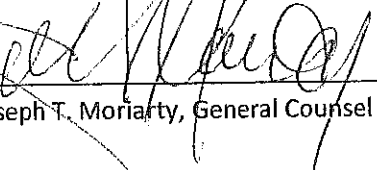
LICENSEE:
BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: 
Name: Mary De Runtz

Title: Deputy Chief of Capital Planning
and Construction

COO Report No.: 18-0829-0009

Approved as to Legal Form: MS

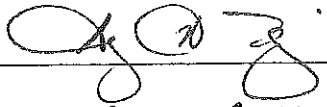

Joseph T. Moriarty, General Counsel

Attachments:

Exhibit A – Licensed Premises

Exhibit B – Equipment

LICENSOR:
DEVRY UNIVERSITY, INC.

By: 

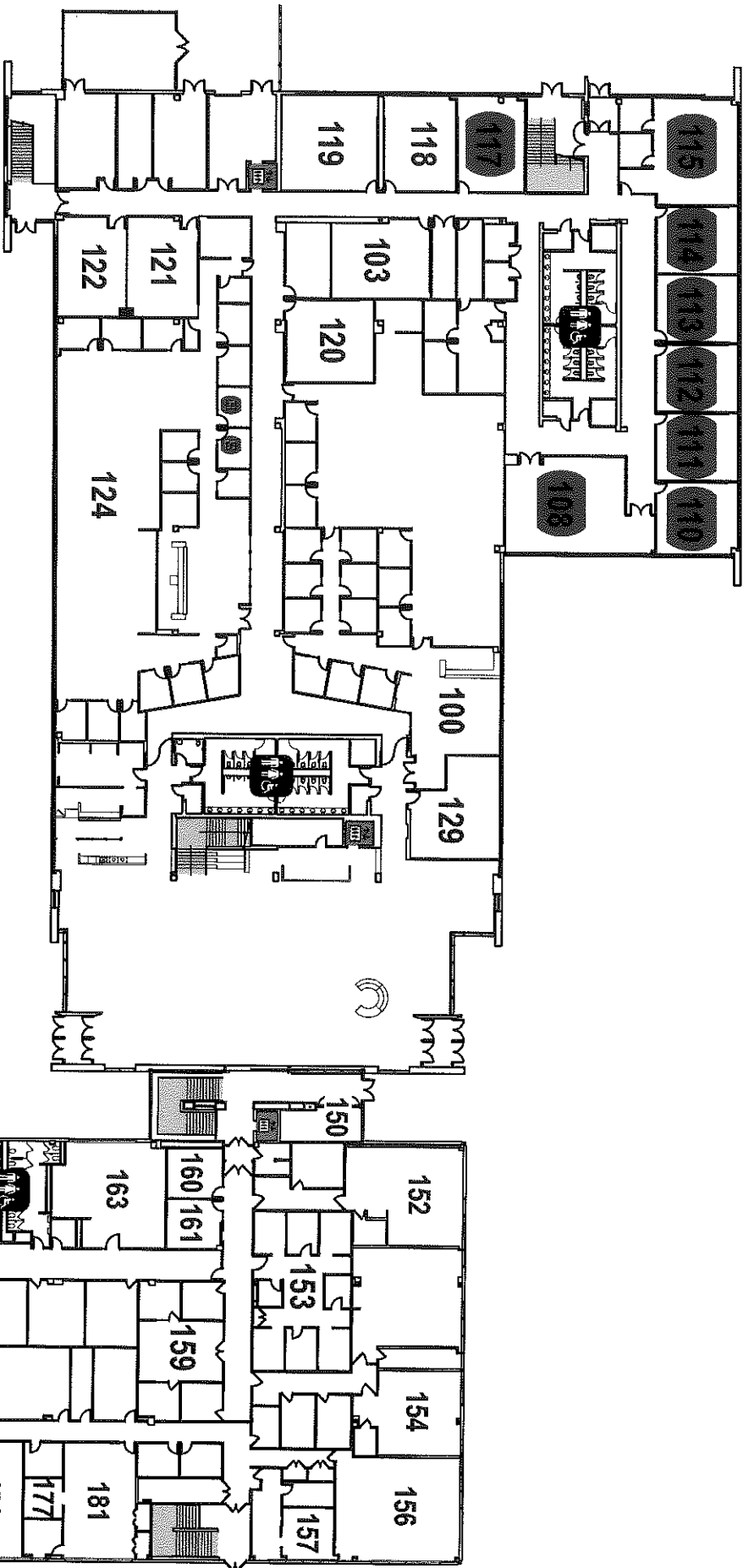
Name: Amy A. King
Title: Group President

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

EXHIBIT A
Licensed Premises

One (1) additional classroom on second floor (not shown), and one (1) additional administrative office on second floor (not shown).

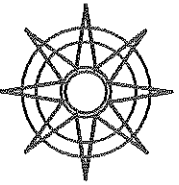
(Floor plan on next page)



Campus Map

First Floor

N



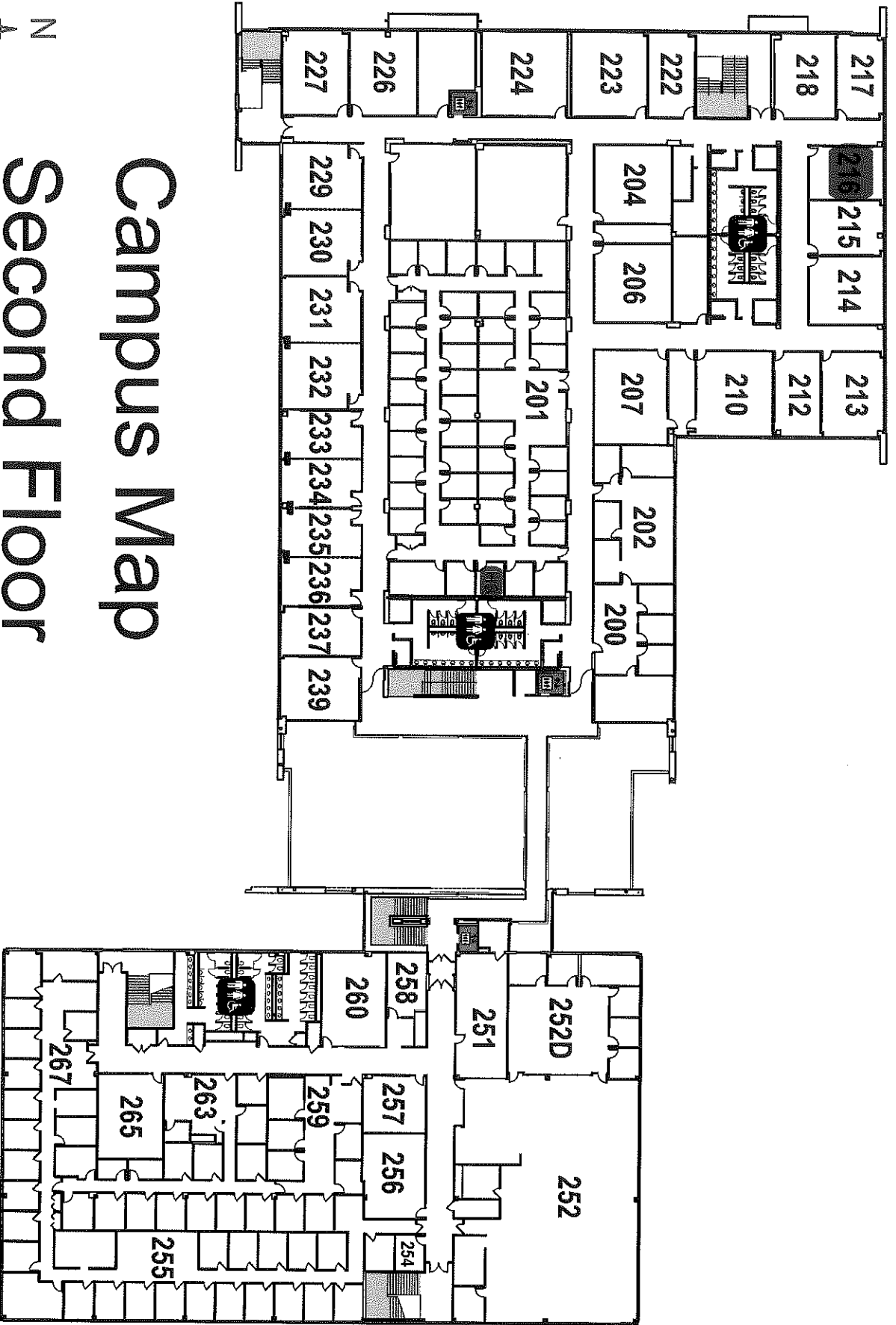
Stairs



Elevator

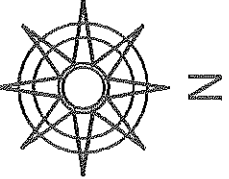


Restrooms



Campus Map

Second Floor



Stairs



Elevator



Restrooms

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

EXHIBIT B
Equipment

- Administrative Offices: Ten (10) desktop computers and one (1) printer
- Classrooms: Seven (7) desktop computers

**NINTH AGREEMENT TO RENEW LICENSE FOR
USE OF SPACE AT 1900 WEST LAWRENCE AVENUE, CHICAGO, ILLINOIS,
BETWEEN DEVRY UNIVERSITY, INC., AS LICENSOR, AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS NINTH AGREEMENT TO RENEW LICENSE AGREEMENT ("Ninth Renewal Agreement") is entered into as of the 1st day of July 2023 (the "Effective Date"), between DEVRY UNIVERSITY, INC. (the "Licensor" or "DeVry") and the BOARD OF EDUCATION OF THE CITY OF CHICAGO (the "Licensee" or the "Board").

RECITALS

A. WHEREAS, DeVry is accredited through the Higher Learning Commission and is authorized to operate and grant degrees in Illinois through the Illinois Board of Higher Education ("IBHE"); and

B. WHEREAS, such accreditation and authorization allow DeVry to provide an "early college" program for CPS high school juniors and seniors (the "Advantage Academy Program" or "Program") that enables them to earn dual credits at both the high school and college levels and concurrently earn a high school diploma and college-level degrees available under the Program; and

C. WHEREAS, the Program is provided at a selective enrollment CPS high school operated by DeVry and located on DeVry's Chicago campus; and

D. WHEREAS, DeVry and the Board entered into an Educational Services Agreement, dated July 1, 2018, which required DeVry, the Licensor, to provide office, classroom, dining and meeting space and 10 parking spaces on DeVry's Chicago campus for the Program for the period July 1, 2018, through June 30, 2023; and

E. WHEREAS, DeVry and the Board entered into a new Educational Services Agreement, dated July 1, 2023 (authorized by BR#23-0426-PR5) which requires DeVry, the Licensor, to provide office, classroom, dining and meeting space and seven (7) parking spaces on DeVry's Chicago campus for the period July 1, 2023, through June 30, 2028 (the "2023 Education Agreement"); and

F. WHEREAS, DeVry and the Board entered into a License Agreement dated July 1, 2004 for the license of office, classroom, dining and meeting space and shared use of a parking lot located on DeVry's Chicago campus located at 3300 N. Campbell, Chicago, Illinois, for the Advantage Academy Program for a term commencing July 1, 2004 and continuing through June 30, 2006 (the "Original License") (authorized by Board Report # 04-0623-OP4), as renewed eight times continuing through June 30, 2023 and as subsequently amended in the Amendment to Eighth Agreement to Renew License Agreement ("Amendment") to reflect the relocation of the Chicago campus to 1900 W. Lawrence Avenue (the "Relocated Facility") and to substitute a new Exhibit A-1 depicting the new layout of the Licensed Premises. The Original License and the eight renewals as amended are collectively referred to herein as the "License Agreement"; and

G. WHEREAS, the parties hereto desire to renew the License Agreement on the terms and conditions as set forth herein, and not otherwise.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and made a part of this Ninth Renewal Agreement and the mutual covenants contained herein, the parties hereby agree as follows:

1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License Agreement.

2. **GRANT/RENEWAL TERM.** By mutual agreement, Licensor hereby licenses the Licensed Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional five (5) year period commencing as of the Effective Date and ending June 30, 2028 (“Ninth Renewal Term”).

3. **LICENSED PREMISES.** The Licensed Premises shall consist of the following rooms and facilities depicted on Exhibit A-1 of the Amendment: two (2) “administrative areas” consisting of three (3) offices, twelve (12) workstations, and ten (10) classrooms containing one (1) workstation per classroom; and one (1) student lunchroom; for a total of approximately 15,284 usable square feet at a minimum. All references to “Licensed Premises” herein shall mean the Licensed Premises as set forth in the Amendment and Exhibit A-1 and shall also include a teacher’s lounge/lunchroom and use of seven (7) on-site parking spaces. Exhibit A-1 shall be deemed modified to reduce the parking spaces from 10 to 7. The Licensed Premises provided by Licensor are fully furnished for Licensee's use and shall include the equipment described on Exhibit B-1 of the Amendment. Licensee shall have the right to use the Licensed Premises daily between the hours of 7:15 a.m. and 4:30 p.m. and such other hours (including weekends and evenings) as required by Licensee to operate the Program. Licensor shall have access to the non-administrative areas of the Licensed Premises on weekdays after 5:00 p.m., weekends, and at any time that Licensee's classes are not in session.

4. **FEE FOR NINTH RENEWAL TERM.** There shall be no License Fee for the Ninth Renewal Term.

5. **TERMINATION.** Simultaneously with the execution of this Ninth Renewal Agreement, the parties have entered into the 2023 Education Agreement. If the 2023 Education Agreement is terminated for any reason, then this Ninth Renewal Term will also terminate, effective as of the date of termination of the 2023 Education Agreement. Licensee shall have the option to terminate this Ninth Renewal Term without cause, at any time, by providing Licensor with thirty (30) days prior written notice.

6. **LICENSOR REPRESENTATIONS AND WARRANTIES.** Licensor leases the space in which the relocated Licensed Premises are located pursuant to a lease for 17,226 square feet between Licensor and its Landlord, SB 1900 West Lawrence LLC, an Illinois Limited Liability Company dated September 30, 2018 (the “Lease”). Licensor represents and warrants that:

- a. The Term of the Lease does not expire prior to the end date of this Ninth Renewal Term; and

- b. The Lease is in full force and effect; and
- c. To the best of Licensor’s knowledge, Licensor is not in material default or violation of the Lease.

7. **COUNTERPARTS AND ELECTRONIC DIGITAL SIGNATURES:** This Ninth Renewal Agreement may be executed digitally and in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. An original or digital signature delivered by facsimile or electronic means will be considered binding for both parties.


8. **OTHER LICENSE TERMS.** Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Ninth Renewal Agreement as of the dates written below.

LICENSEE:
BOARD OF EDUCATION OF THE CITY OF CHICAGO

LICENSOR:
DEVRY UNIVERSITY, INC.

By: 
DocuSigned by: EF57B76ABC90427...

By: 

Name: Charles E. Mayfield

Print Name: Scarlett Howery

Title: Chief Operating Officer

Title: Vice President of Public Workforce Solutions

Date: July 28, 2023 | 4:12:26 PM CDT

Date: 7/27/2023

Authorization: Board Rule 7-13(b)

Approved as to Legal Form 
DocuSigned by:

By: 
56B562E0FFA44C9...

Name: Ruchi Verma

Title: General Counsel