

PARKING SPACE LICENSE AGREEMENT

This PARKING SPACE LICENSE AGREEMENT (the "**License Agreement**") is made and entered into this 1st day of March, 2015, by and between LMG2, LLC, a Delaware limited liability company ("**Licensor**"), and the Licensee designated in the Table (the "**Table**") set forth in the Rider attached hereto and made a part hereof in Schedule B ("**Licensee**").

RECITALS

A. Licensor owns a leasehold interest in that certain underground parking garage commonly known as the Grant Park North Garage (the "**Grant Park North Garage**"), that certain underground parking garage commonly known as the Grant Park South Garage (the "**Grant Park South Garage**"), that certain underground parking garage commonly known as the Millennium Park Garage (the "**Millennium Park Garage**"), and that certain underground parking garage commonly known as the Millennium Lakeside Garage (the "**Millennium Lakeside Garage**"), all generally situated in downtown Chicago, Illinois (the Grant Park North Garage, the Grant Park South Garage, the Millennium Park Garage, and the Millennium Lakeside Garage are sometimes herein referred to, collectively, as the "**Millennium Garages**"; the Grant Park North Garage, the Grant Park South Garage, the Millennium Park Garage, and the Millennium Lakeside Garage, to the extent they do not constitute the Primary Garage designated in the Table (the "**Primary Garage**"), are sometimes herein referred to, collectively, as the "**Overflow Garages**").

B. Licensee desires a parking license to use and occupy the reserved parking spaces designated in the Table (the "**Reserved Parking Spaces**") and the unreserved parking spaces designated in the Table (the "**Unreserved Parking Spaces**") in the Primary Garage and, if applicable, in the Overflow Garages, subject to the terms and conditions provided herein, and Licensor is willing to grant such a license on the terms and conditions provided herein. If this License Agreement grants Reserved Parking Spaces, Licensor shall determine in its sole discretion the specific location of the Reserved Parking Spaces in the Primary Garage.

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **License.** Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor a license (the "**License**") to use and occupy the Unreserved Parking Spaces and Reserved Parking Spaces in the Primary Garage and, if applicable, in the Overflow Garages, subject to the terms and provisions herein, for the express purpose of parking for normal passenger vehicles, pick-up trucks, passenger vans and any other vehicles used solely for Licensee's purposes, provided that such vehicles meet the height restrictions of the Primary Garage and, if applicable, the Overflow Garages. As a condition to Licensee's use of the License granted hereunder, Licensee shall provide evidence satisfactory to Licensor in its sole discretion that all of the vehicles to be parked by Licensee, or its employees or agents, in the Primary Garage and, if applicable, in the Overflow Garages meet such height restrictions. If this License Agreement grants Unreserved Parking Spaces, Licensor shall not be obligated to provide any particular or specific Unreserved Parking Spaces in the Primary Garage and, if applicable, in the Overflow Garages. This License Agreement and the License granted hereunder shall not be transferred, assigned or pledged by Licensee, by voluntary transfer, operation of law or otherwise.

2. **Term.** The term ("**Term**") of this License Agreement shall be effective on the Commencement Date designated in the Table and shall automatically terminate on the Expiration Date designated in the Table. This License Agreement and the License granted hereunder shall automatically terminate if Licensor's leasehold interest in the Garages is terminated prior to the Expiration Date designated in the Table.

3. **License Fees.** Licensee shall pay to Licensor the Monthly and/or Daily License Fees designated in the Table at the address set forth in Paragraph 11 hereof, or at such other address designated by Licensor from time to time, without prior notice or demand and without deduction. The Monthly and/or Daily License Fees shall be paid monthly in advance on the first day of each month of the Term. The Monthly and/or Daily License Fees shall not be prorated for partial months within the Term. Licensor may require that any or all payments of the Monthly and/or Daily License Fees be made in one or more of the following forms, as selected by Licensor in its sole discretion: (a) money order; (b) certified check, bank check, treasurer's check or cashier's check; or (c) an electronic funds transfer which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Licensee shall be assessed and shall pay to Licensor a fee in the amount of 18% per annum of the aggregate amount of the Monthly and/or Daily License Fees for each day that a payment of the Monthly and/or Daily License Fees, or any of them, is late.

4. **Access to Garages.** Licensor shall, except as hereinafter provided, cause the Primary Garage and, if applicable, the Overflow Garages to be continuously open and available for use by Licensee, and its employees and agents, in accordance with the times of use specified by Licensor for monthly parking and validation parking and subject to the Parking Rules and Regulations (as defined below). Notwithstanding anything herein to the contrary, in the event that Licensee's access to the Primary Garage or, if applicable, the Overflow Garages is impeded in whole or in part as a result of the City of Chicago's exercise of its right from time to time to temporarily close the public right of ways and entrances adjoining the Garages, Licensor shall have no liability to Licensee and shall not be deemed to be in default under this License Agreement therefore, and Licensee shall have no right of offset or deduction with respect to the Monthly and/or Daily License Fees therefore.

5. **Access Cards.** Licensor shall provide access cards for the Garages for Licensee's designated employees and agents. Licensee shall provide Licensor with a schedule setting forth the names of Licensee's employees and agents for whom access cards will be given and their respective vehicle information. Licensee shall from time to time as reasonably requested by Licensor provide to Licensor an updated schedule setting forth the names of Licensee's employees and agents and their respective vehicle information. Licensee shall return to Licensor any and all access cards issued to Licensee promptly upon termination of this License Agreement. Licensee is solely responsible for all access cards issued to it by Licensor and shall be assessed a fee of \$25.00 for the replacement of each access card that becomes lost, stolen, or damaged. Access cards not returned to Licensor within twenty (20) days after termination of this License Agreement shall be deemed lost.

6. **Validation Parking Tickets.** Licensor, to the extent this License Agreement includes any validation parking tickets (the "Validation Parking Tickets") referenced in the Table, shall provide the Validation Parking Tickets to Licensee in accordance with the terms set forth in the Rider (defined below). Licensee shall be solely responsible for the safety, security and use of the Validation Parking Tickets issued to it by Licensor and Licensor shall not be obligated to replace any Validation Parking Tickets that become lost, stolen, or damaged.

7. **Rules and Regulations.** Licensee agrees to comply at all times with Licensor's parking rules and regulations (the "Parking Rules and Regulations"), as amended from time to time. A current copy of Licensor's Parking Rules and Regulations is attached hereto in Schedule A and is by this reference made a part hereof.

8. **Remedies.** In the event of a default by Licensee under this License Agreement (including the Parking Rules and Regulations), Licensor shall have the right to immediately deactivate all access cards provided to Licensee, in addition to any other rights and remedies available to Licensor at law or in equity, but Licensee shall continue to remain obligated to pay all Monthly and/or Daily License Fees designated in the Table in accordance with Paragraph 3 hereof throughout the remainder of the Term hereof.

9. **Towing.** Licensor shall have the right, without further notice to Licensee or to Licensee's employees, agents, or guests, to cause to be towed, at Licensee's sole cost and expense, any vehicle that is parking in the Garages illegally, in violation of posted signs, or in violation of the Parking Rules and Regulations.

10. **Indemnity.** Licensee, for itself and for those claiming by or through Licensee, hereby indemnifies and releases Licensor, its officers, directors, trustees, board members, partners, employees, agents, mortgagees and contractors (and their respective officers, directors, partners, employees, agents, mortgagees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively, the "Licensor Indemnitees") from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Licensor Indemnitees or any of them in connection therewith) and for damage, destruction or theft of property, loss of life, injury to persons or damage to property that may arise from or is directly or indirectly due to the use of the License by Licensee, or its employees or agents, except to the extent arising from the negligence or willful misconduct of the Licensor Indemnitees, or any of them.

11. **Notices.** Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Licensee:

The notice address set forth in the Table.

If to the Licensor:

LMG2, LLC
400 Skokie Blvd., Suite 800
Northbrook, IL 60062

12. **Miscellaneous.**

(a) Should any clause, paragraph, sentence or section of this License Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the License Agreement shall not be rendered void and unenforceable as a result, but rather shall remain in full force and effect.

(b) This License Agreement constitutes the entire agreement between the parties, and supersedes any and all previous written or oral agreements or representations between the parties regarding the subject matter hereof. This License Agreement may only be amended in a writing signed by the parties hereto.

(c) This License Agreement is made under the laws of the State of Illinois, and any disputes that arise under or related to this License Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles.

(d) This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document.

(e) Licensee shall not record this License Agreement in any public records.

(f) Licensors and Licensee each warrant and represent to the other that neither party hereto has had any dealings with any broker, agent, or finder relating to this License Agreement, and each party agrees to indemnify, defend, and hold the other party harmless from and against any claim for brokerage commissions, compensation, or fees by any broker, agent, or finder in connection with this License Agreement resulting from the acts of the indemnifying party.

13. **Rider.** The rider ("**Rider**"), and all of the terms and provisions thereof, including but not limited to the Table set forth thereon, attached hereto in Schedule B is by this reference made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, Licensors and Licensee have executed this License Agreement as of the day and year first above written.

LICENSOR:

LMG2, LLC
a Delaware limited liability company

By: Mark Lukasick
Name: MARK LUKASICK
Its: TREASURER

LICENSEE:

CHICAGO HOUSING AUTHORITY

By: Dianna Brokens
Name: Dianna Brokens
Its: Sr. Director of Procurement

Approved as to Form

Office of the General Counsel

Scott W. Ammarell
Scott W. Ammarell
Chief Legal Officer