

PARKING SPACE LICENSE AGREEMENT

This PARKING SPACE LICENSE AGREEMENT (the "**License Agreement**") is made and entered into effective as of this 1st day of October, 2021 (the "Commencement Date"), by and between Millennium Parking Garages LLC, a Delaware limited liability company ("**Licensor**") with offices located at 55 South Columbus Drive, Chicago, IL 60601, and the Chicago Housing Authority (the "**CHA Licensee**"), an Illinois municipal corporation organized and operating under the Illinois Housing Authorities Act (310 ILCS 10/1, et seq), with offices located at 60 East Van Buren Street, Chicago, IL 60605.

RECITALS

A. Licensor owns and/or operates 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 Forms (the "**Primary Garage**"), are sometimes herein referred to, collectively, as the "**Overflow Garages**").

B. CHA Licensee desires a parking license to use and occupy the reserved parking spaces designated in the Forms (the "**Reserved Parking Spaces**") and the unreserved parking spaces designated in the Forms (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.

C. CHA Licensee desires a parking license to use and occupy the reserved parking spaces designated in the Forms (the "**Reserved Parking Spaces**") and the unreserved parking spaces designated in the Forms (the "**Unreserved Parking Spaces**") in the Primary Garage and, if applicable

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 CHA Licensee hereby agree as follows:

1. **License.** Licensor hereby grants to CHA Licensee and CHA 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 CHA 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 CHA Licensee's use of the License granted hereunder, CHA Licensee shall provide evidence satisfactory to Licensor in its sole discretion that all of the CHA Licensee vehicles to be parked by CHA Licensee, or its authorized 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 CHA 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 above, and shall be run for an initial term of two (2) years from the Commencement Date (the "**Base Term**"), plus an additional one (1) year option term (the "**Option Term**") exercisable by the CHA Licensee upon written notice delivered to the Licensor formally electing to exercise the Option Term reserved to the CHA Licensee, which Option Term shall run for one (1) year from the expiration of the Base Term, if exercised. 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 Forms.

3. **Compensation, Billing and Payment.** The Licensor shall pay the CHA Licensee for the performance and provision of the parking amenities on a firm-fixed rate basis in accordance with the hourly rate schedule(s) contained in the Licensor's Bid/Fee Proposal Form dated August 4, 2021 (the "**Licensor's Proposal**"), which was submitted in response to the CHA's Event No. 3084 – Parking Services Request for Quote, which is attached hereto as Exhibit A and incorporated herein by reference. The CHA Licensee shall pay the Licensor an amount NOT TO EXCEED One Hundred Eighteen Thousand Seven Hundred Eighty Seven and 76/100 Dollars (\$118,787.76) for the full and complete provision and performance of parking services and amenities during the Base Term of the Agreement. The CHA Licensee agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon compensation amount, which includes all reimbursable expenses (if any), is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said

additional work or expenses. The Licensor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed compensation amount.

CHA Licensee shall pay to Licensor the Monthly License Fees designated in the accepted Licensor's Proposal at the address set forth therein, or at such other address designated by Licensor from time to time, without prior notice or demand. The Monthly Fees shall be paid monthly in advance. The Monthly shall not be prorated for any partial months within the Term. Licensor may require that any or all payments of the Monthly License Fees be made by electronic funds transfer (EFT) arrangements which shall be managed and initiated through the CHA Licensee's procurement portal. Licensor shall submit scheduled and periodic invoices and relevant supporting documentation through the CHA Licensee's vendor portal for the CHA Licensee's review, approval and authorization to pay any such regular or periodic invoices. This Agreement is subject to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

The Licensor shall submit an invoice not later than ten (10) business days prior to the beginning of each month during the term of this Agreement. Each invoice shall contain back-up information as required by the CHA Licensee, including but not limited to, a detailed description of the nature, number and volume of services provided during the invoice period. The CHA Licensee shall not be required to give approval or make payments pursuant to a submitted invoice unless the information required to be included with the invoice, or that has been specifically requested by the CHA Licensee, and all the reporting requirements set forth in this Agreement, or other reasonable and written requests by CHA Licensee for additional information, have been met.

CHA Licensee will make its best reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Contractor of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. This Agreement is subject to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by the CHA's Board of Commissioners, and (3) the Licensor's satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period of the term of this Agreement for payments to be made under this Agreement, then the CHA may notify the Licensor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

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 CHA 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 CHA 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 CHA Licensee and shall not be deemed to be in default under this License Agreement therefore, and CHA 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 CHA Licensee's designated employees and agents. CHA Licensee shall provide Licensor with a schedule setting forth the names of CHA Licensee's employees and agents for whom access cards will be given and their respective vehicle information. CHA Licensee shall from time to time as reasonably requested by Licensor provide to Licensor an updated schedule setting forth the names of CHA Licensee's employees and agents and their respective vehicle information. CHA Licensee shall return to Licensor any and all access cards issued to CHA Licensee promptly upon termination of this License Agreement. CHA 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 Forms, shall provide the Validation Parking Tickets to CHA Licensee in accordance with the terms set forth in the Rider (defined below). CHA Licensee shall be solely responsible for the safety, security and use of the Validation Parking Tickets issued to CHA Licensee by Licensor and Licensor shall not be obligated to replace any Validation Parking Tickets that become lost, stolen, or damaged.

7. **Rules and Regulations.** CHA 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, provided, however, that any such amendment shall be made in writing and with formal provision written notice to the CHA Licensee not later than sixty (60) prior to the intended effective date of such amended rules and regulations. 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. For purposes of clarity, the terms of this Agreement shall take precedence over, prevail over any inconsistent terms of the Parking Rules and Regulations. More specifically, any rules, regulations, practices or activities applicable to any person utilizing parking services or amenities in their personal capacity as a licensee under the Parking Rules and Regulations (hereinafter a "Personal Licensee") shall be solely responsible for any terms,

conditions, rights or obligations) arising under the Parking Rules and Regulations (as well as any other applicable terms, conditions or documentation) and the CHA shall bear no legal or financial responsibility or risk to either the Licensor or any Personal Licensee for any claims arising out of or relating to the relationship, contractual or otherwise, between the Licensor and any Personal Licensee

8. Remedies. In the event of an uncured default by the CHA Licensee after the Licensor's provision of written notice of breach and default and a demand for cure to the CHA Licensee within sixty (60) days of such formal notice, provided under this License Agreement (including the Parking Rules and Regulations), Licensor shall have the right to immediately deactivate all access cards provided to the CHA Licensee, in addition to any other rights and remedies available to Licensor at law or in equity, but the CHA Licensee shall continue to remain obligated to pay all Monthly License Fees designated in the Forms in accordance with Paragraph 3 hereof throughout the remainder of the Term hereof.

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

10. Hold Harmless. CHA Licensee hereby holds harmless 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 Affiliates") 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 the CHA Licensee, or its authorized employees or agents (to the extent they are acting in their representative capacities as employees or agents of the Licensee, but not when acting in their personal or individual capacities), except to the extent arising from the negligence or willful misconduct of the Licensor, Licensor Affiliates, 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:

**Chicago Housing Authority
60 East Van Buren Street
Chicago, Illinois 60605
Attn.: Director of Procurement**

With a Copy to :

**Chicago Housing Authority
60 East Van Buren Street
Chicago, Illinois 60605
Attn.: General Counsel**

If to the Licensor:

Millennium Parking Garages LLC

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) Licensor 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. **Disputes.** In the event of a dispute between the CHA Licensee and the Licensor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Director of Procurement and Contracts, who shall, with reasonable promptness, render a decision concerning the dispute submitted. Unless the Licensor within thirty (30) days after receipt of the decision shall notify the Director of Procurement and Contracts in writing that it takes exception to the decision, the decision of the Director shall be final and binding. Provided the Licensor has given written notice within the time stated and has brought suit against the CHA not later than one year after the Licensor has received notice of the decision of the Director then the decision of the Director shall not be final and the dispute shall be determined on the merits by a court of competent jurisdiction.

14. **Rider and Personal Licensees.** The rider ("Rider"), and all of the terms and provisions thereof, including but not limited to the Forms set forth thereon, attached hereto in Schedule B by reference shall apply solely to Personal Licensees, and shall not apply to the CHA Licensee. Personal Licensees shall be solely responsible for any fees, costs, risks, responsibilities, duties or damages owed or claimed to or by the Licensor for any usage, activities or services used by such Personal Licensee(s) in their personal capacity.

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

LICENSOR:

Millennium Parking Garages LLC
a Delaware limited liability company

By: [Signature]
Name: ISAAC R. GUY
Its: COO

CHA LICENSEE:

CHICAGO HOUSING AUTHORITY

DocuSigned by:
Sheila Johnson
By: [Signature]
Name: Sheila Johnson
Its: _____

APPROVED AS TO FORM AND LEGALITY
CHICAGO HOUSING AUTHORITY
OFFICE OF GENERAL COUNSEL

DocuSigned by:
Cheryl Colston
By: [Signature]
Name: Cheryl Colston
Its: _____