

Board of Education of the City of Chicago Law Department

Patrick J. Rocks General Counsel 125 South Clark Street Suite 700 Chicago, Illinois 60603 Telephone 773/553-1700 FAX 773/553-1701

July 11, 2011

Boys and Girls Club of Chicago 2950 W. 25th Street Chicago, IL 60623 Attn: Hermilo Hinojosa

Re:

Second Renewal of License Agreement

(Term: July 1, 2011 - June 30, 2012)

Dear Mr. Hinojosa:

Enclosed for your file is one executed original of the above-referenced Agreement.

Please call if you have any questions.

Sincerely,

Kathleen Kwak /dd Kathleen J. Kwak

Assistant General Counsel

KJK/dd Enclosure

CC:

Liza Balistreri, Real Estate (w/enclosure)
Pat Taylor, Operations (w/enclosure)

SECOND RENEWAL OF LICENSE AGREEMENT FOR SPACE AT BOYS AND GIRLS CLUB OF CHICAGO, 2950 W. 25TH STREET, CHICAGO, ILLINOIS BETWEEN THE BOYS AND GIRLS CLUB OF CHICAGO, AS LICENSOR, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE

THIS SECOND RENEWAL OF LICENSE AGREEMENT ("Second Renewal") is made as of this 1st day of July, 2011 (the "Effective Date") between The Boys and Girls Club of Chicago, an Illinois not-for-profit corporation ("Licensor") and the Board of Education of the City of Chicago, a body politic and corporate ("Licensee").

RECITALS:

- A. Licensor is the owner of certain real estate located at 2950 W. 25th Street, Chicago, Illinois, which is improved with a building ("Building").
- B. Pursuant to that certain License Agreement for 2959 W. 25th Street, Chicago Illinois, made as of the 1st day of July, 2009 between Licensor and Licensee (the "Original License"), Licensor licensed to Licensee the following shared space within the Building: (i) ten (10) classrooms (of which 2 will be exclusively dedicated for Licensee's use), gymnasium, swimming pool, boys' and girls' locker rooms, and one office space (which office space will be exclusively dedicated for Licensee's use). Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's teachers and students of Spry School. Shared usages will be granted on Mondays through Fridays from 8:00 a.m. to 3:00 p.m. Those spaces dedicated to Licensee for exclusive use may be used at any and all times that the Building is open. The foregoing are collectively referred to herein as the "Premises."
- C. Licensee exercised its First Renewal Option as set forth in the Original License to continue to use the Premises for an additional term of one (1) year on the terms and conditions set forth herein, which terms and conditions are acceptable to Licensor, commencing as of July 1, 2010 and ending on June 30, 2011 ("First Renewal"). The foregoing Original License, First Renewal, and Second Renewal are collectively referred to herein as the "License."
- D. Licensee desires to exercise its Second Renewal Option as set forth in the Original License to continue to use the Premises for an additional term of one (1) year on the terms and conditions set forth herein, which terms and conditions are acceptable to Licensor.

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 are hereby acknowledged, the parties agree as follows:

- 1. <u>**DEFINED TERMS.**</u> Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License.
- 2. **GRANT/RENEWALTERM.** Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional term of one (1) year commencing as of the

Effective Date and ending on June 30, 2012 (the "Second Renewal Term").

- 3. <u>OPTION TO RENEW</u>. The Board has no options remaining to renew the License. The Second Renewal Term shall be at the following Rent as set forth in Section 2 of the License, and below.
- 4. **RENT FOR SECOND RENEWAL TERM.** In consideration of the licensing of the Premises as set forth above, Licensee covenants and agrees to pay to the Licensor, as a licensee fee for the Premises ("Second Renewal Term Fee"), the following on the first day of each month of the Second Renewal Term:

Second Renewal Term 07/01/11 to 06/30/12

Monthly Payment \$5,416.66

Annual Payment \$65,000.00

5. **OTHER LICENSE TERMS**. Except as amended by this Second Renewal, all other terms and conditions of the License are and shall remain unchanged and continue in full force and effect during the Second Renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the day and year first above written.

LICENSEE:	LICENSOR:
BOARD OF EDUCATION OF THE CITY OF CHICAGO By Patricia L. Taylor, Chief Operating Officer	BOYS AND GIRLS CLUB OF CHICAGO By: Annico H. 20765A Title: Co3 Ding CTON
	Attest
COO Report No. 11-0610-COO1	By
Approved as to legal form: KW	Name:
Patrick J. Rocks, General Counsel	Title:



Board of Education of the City of Chicago Law Department

Patrick J. Rocks General Counsel

125 South Clark Street Suite 700 Chicago, Illinois 60603 Telephone 773/553-1700 FAX 773/553-1701

August 3, 2010

Hermilo Hinojosa Boys and Girls Club of Chicago 2950 W. 25th St. Chicago, IL 60623

Re:

License Agreement

Dear Mr. Hinojosa:

Enclosed for your records please find a fully executed originals of the above agreement. If you have any questions, please contact me at (773) 553-5937.

Sincerely,

Sandra Thomas

Assistant General Counsel

Sanden Thomas ce

Enclosure

ST/cc

cc Patricia Taylor

FIRST RENEWAL OF LICENSE AGREEMENT FOR SPACE AT BOYS AND GIRLS CLUB OF CHICAGO, 2950 W. 25TH STREET, CHICAGO, ILLINOIS BETWEEN THE BOYS AND GIRLS CLUB OF CHICAGO, AS LICENSOR, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE

THIS FIRST RENEWAL OF LICENSE AGREEMENT ("First Renewal") is made as of this 1st day of July, 2010 (the "Effective Date") between The Boys and Girls Club of Chicago, an Illinois not-for-profit corporation ("Licensor") and the Board of Education of the City of Chicago, a body politic and corporate ("Licensee").

RECITALS:

- A. Licensor is the owner of certain real estate located at 2950 W. 25th Street, Chicago, Illinois, which is improved with a building ("Building").
- B. Pursuant to that certain License Agreement for 2959 W, 25th Street, Chicago Illinois, made as of the 1st day of July, 2009 between Licensor and Licensee (the "License"), Licensor licensed to Licensee the following shared space within the Building: (i) ten (10) classrooms (of which 2 will be exclusively dedicated for Licensee's use), gymnasium, swimming pool, boys' and girls' locker rooms, and one office space (which office space will be exclusively dedicated for Licensee's use). Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's teachers and students of Spry School. Shared usages will be granted on Mondays through Fridays from 8:00 a.m. to 3:00 p.m. Those spaces dedicated to Licensee for exclusive use may be used at any and all times that the Building is open. The foregoing are collectively referred to herein as the "Premises."
- C. Licensee desires to exercise its First Renewal Option as set forth in the License to continue to use the Premises for an additional term of one (1) year on the terms and conditions set forth herein, which terms and conditions are acceptable to Licensor.

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 are hereby acknowledged, the parties agree as follows:

- 1. **<u>DEFINED TERMS.</u>** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License.
- 2. **GRANT/RENEWALTERM.** Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional term of one (1) year commencing as of the Effective Date and ending on June 30, 2011 (the "**First Renewal Term**").

- 3. **SECOND OPTION TO RENEW.** The Board shall have the option to renew the License for one additional one (1) year period at the following Rent as set forth in Section 2 of the License, and below.
- 4. **RENT FOR FIRST RENEWAL TERM.** In consideration of the licensing of the Premises as set forth above, Licensee covenants and agrees to pay to the Licensor, as a licensee fee for the Premises ("**First Renewal Term Fee**"), the following on the first day of each month of the First and Second Renewal Terms, respectively:

First Renewal Term 07/01/10 to 06/30/11	Monthly Payment \$5,416.66	Annual Payment \$65,000.00
Second Renewal Term 07/01/11 to 06/30/12	\$5,416.66	\$65,000.00

5. <u>OTHER LICENSE TERMS</u>. Except as amended by this First Renewal, all other terms and conditions of the License shall remain unchanged and continue in full force and effect during the First Renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the day and year first above written.

LICENSEE:	LICENSOR:
BOARD OF EDUCATION OF	BOYS AND GIRLS CLUB OF CHICAGO
By: Patricia L. Taylor, Chief Operating Officer	Name: Hannico Hiroto A Title: CLOB Dingcroa
COO Report No. 10-0628-0005	By:
Approved as to legal form:	Name:
Patrick J. Rocks, General Course	Title:

LICENSE AGREEMENT FOR SPACE AT BOY'S AND GIRL'S CLUB OF CHICAGO, 2950 W. 25TH ST., CHICAGO, ILLINOIS BETWEEN THE BOY'S AND GIRL'S CLUB OF CHICAGO, AS LICENSOR, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE

DATED: AS OF JULY 1, 2009

LICENSE AGREEMENT FOR SPACE AT BOY'S AND GIRL'S CLUB OF CHICAGO, 2950 W. 25TH ST., CHICAGO, ILLINOIS BETWEEN THE BOY'S AND GIRL'S CLUB OF CHICAGO, AS LICENSOR, AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE

THIS LICENSE AGREEMENT ("License") is made as of this 1st day of July, 2009 ("Effective Date") between BOY'S AND GIRL'S CLUB OF CHICAGO, an Illinois not-for-profit Corporation ("Licensor") and the BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate ("Licensee").

RECITALS:

- A. Licensor is the owner of certain real estate located at 2950 W. 25th St., Chicago, Illinois, which is improved with a building ("Building").
- B. Licensee desires to license the following shared space within the Building: (i) ten (10) classrooms (of which 2 will be exclusively dedicated for Licensee's use), gymnasium, swimming pool, boys' and girls' locker rooms, and one office space (which office space will be exclusively dedicated for Licensee's use). Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's teachers and students. Shared usages will be granted on Mondays through Fridays from 8:00 a.m. to 3:00 p.m. Those spaces dedicated to Licensee for its exclusive use may be used at any and all times that the Building is open. All of the above collectively referred to as the "**Premises**".
- C. Licensor desires to so license the Premises to Licensee.

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 are hereby acknowledged, the parties agree as follows:

- 1. <u>GRANT/TERM.</u> Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for a term of one (1) year, commencing as of the Effective Date and ending on June 30, 2010 ("Initial Term").
- 2. OPTION TO RENEW. Licensee is hereby granted the option to extend the term of this License, upon the same terms and conditions as are set forth herein, for two (2) additional periods of one (1) year (the first such right being referred to herein as the "First Renewal Option" and the period covered by the First Renewal Option being herein referred to as the "First Renewal Term"; and the second such right being referred to herein as the "Second Renewal Option" and the period covered by the Second Renewal Option being referred to herein as the "Second Renewal Term", the First Renewal Term and the Second Renewal Term being collectively referred to herein as the "Renewal Terms"), such rights to be exercised in a written notice given to Licensor by Licensee prior to the expiration date of the Initial Term for the exercise of the First Renewal Option, and prior to the expiration of the First Renewal Term for the exercise of the Second Renewal Option. If Licensee does not give its written notice exercising such right during such periods, all rights of Licensee under this Paragraph 2 shall terminate.
- 3. <u>USE</u>. The Premises will be used by students and staff of Spry School..

- 4. <u>LICENSE FEE</u>. In consideration of the licensing of the Premises as set forth above, Licensee covenants and agrees to pay to the Licensor, as a licensee fee for the Premises ("Fee"), Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) per year, payable on the first day of each month of the Initial Term and the Renewal Terms in the amount of Five Thousand Four Hundred Fifteen and 66/100 Dollars (\$5,416.66) per month.
- 5. <u>AS-IS.</u> Licensor shall deliver to Licensee possession of the Premises on the Effective Date in its "AS-IS" and "WHERE-IS" condition, Licensor making no representations or warranties of any nature whatsoever as to the condition of the Premises or the Building. Licensee's taking possession of the Premises shall be deemed to be Licensee's acceptance of the Premises in the order and condition as then exists. No promises or representations have been made by Licensor to Licensee regarding: (i) alteration, remodeling, decorating or improving of; or (ii) the condition of, the Premises, or any portion thereof.
- 6. **LICENSOR COVENANTS.** Throughout the Term and any Renewal Term, Licensor shall provide the following:
 - A heat, water, and electricity necessary for the use and occupancy of the Premises for the purposes of Licensee's use of the Premises;
 - B. all maintenance, replacement or repairs (including, but not limited to), painting of the Building. Licensor agrees to maintain the Building in good condition and repair during the Initial Term and any Renewal Terms of the License;
 - C. all maintenance, replacement or repairs 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; and
 - D. prompt removal of snow and ice from the sidewalks, steps, walkways, driveways and entrance ways serving the Premises.

At all times, Licensor shall comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Premises. Licensor also agrees that the Licensee has the right to inspect, sample and analyze the materials, systems and structures in the 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 Premises with standards or guidelines established by any of the foregoing.

If Licensor fails to complete any repair, replacement, or maintenance for which Licensor is obligated herein within ten (10) days of written notice from Licensee of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, Licensor has not commenced within ten (10) days of said notice the repair, replacement, or maintenance and continuously and diligently prosecuted its completion), Licensee may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. All sums expended and all costs and expenses incurred by Licensee in connection with any such repair, replacement, or maintenance shall be paid by Licensee and shall bear interest from the respective dates when expended or incurred by Licensee at the rate of the lesser of twelve percent (12%) per annum or the maximum rate then permitted to be

charged by law until repaid by Licensor to Licensee, and all such sums, together with interest, shall be deducted from the Fee due to Licensor from Licensee, or payable by Licensor to Licensee on demand as provided herein.

- 7. <u>IMPROVEMENTS.</u> With the prior written approval of the Licensor, which shall not be unreasonably withheld or denied, the Licensee may make improvements ("Improvements") to the Premises which are necessary for the use thereof by the Licensee.
- 8. **QUIET ENJOYMENT.** Licensor covenants that Licensee shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Licensor, its agents, employees, successors and assigns.
- 9. SURRENDER OF 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, and equipment of all kinds from said Premises. The Licensee shall deliver the Premises, upon termination, in as good a state or condition as the Premises existed on the Effective Date of this License with the Improvements, with the exception of reasonable use and wear thereof, and damages by fire and/or accident.

10. **INSURANCE.**

- A. Licensee self-insures with regard to liability and property damage for at least the first Two Million and 00/100 Dollars (\$2,000,000.00), and Licensee agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Initial Term and all Renewal Terms.
- Licensor agrees to purchase and keep in full force and effect during the Initial Term and all В. Renewal Terms, insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois on the Building and on all Improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Building (above foundations) or an amount sufficient to prevent Licensee from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time. The policy shall name Licensee as an additional insured, and shall contain a clause stating that the insurer will not cancel or change the insurance without first giving Licensee thirty (30) day's notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Licensee. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, and stating that Licensee shall be provided thirty (30) days notice prior to any cancellation, material change, or non-renewal of any such policy, shall be deposited with Licensee on or before the Effective Date If Licensor fails to comply with such requirements, Licensee may obtain such insurance and keep the same in effect, and Licensor shall pay the premium cost thereof to Licensee upon demand, or Licensee may deduct the cost of the same from Fee hereunder.
- 11. LICENSOR DEFAULT. If Licensor is in default under this License and such default shall continue for ten (10) days after Licensee has notified the Licensor by written notice of such default (except in the case of a default which cannot be remedied within ten (10) days and where Licensor shall have commenced and shall be diligently pursuing all necessary action to remedy such default), the Licensee may, but shall not be obligated to: (i) cure the default itself and deduct the cost and expense thereof from the Fee due Licensor under this License; or (ii) immediately terminate this License by providing Licensor written notice as provided for herein.

- 12. LICENSEE DEFAULT. If the Licensee is in default under this License and such default shall continue for ten (10) days after Licensor has notified the Licensee by written notice of such default (except in the case of a default which cannot be remedied within ten (10) days and where Licensee shall have commenced and shall be diligently pursuing all necessary action to remedy such default), the Licensor may, but shall not be obligated to, cure the default or elect to terminate this License by providing Licensee written notice as provided for herein. Termination under this Paragraph 12 shall only be effective as of the end of the then current school year.
- 13. CASUALTY AND CONDEMNATION. If the Premises are made unusable 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 Fee shall abate as of the date of the casualty or taking, and if there is any award or payment by the condemning governmental entity, Licensee shall not be entitled to any portion thereof. Licensor agrees to promptly notify Licensee if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

14. INDEMNIFICATION.

- A. Licensee hereby agrees to indemnify and hold the Licensor harmless from 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 Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Licensee's negligent acts, errors and/or omissions.
- B. Licensor hereby agrees to indemnify and hold the Licensee harmless from 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 Premises, limited, however, to only such liabilities, claims or demand which arise or are caused by Licensor's negligent acts, errors and/or omissions.
- 15. <u>SECURITY.</u> Licensor agrees to establish and maintain security measures appropriate to reasonably protect: (i) the Premises; (ii) individuals properly present at the Premises; and (iii) personal property of the Licensee or any such individuals located thereon. Licensee agrees to cooperate with Licensor in maintaining security and in establishing security measures for the Premises comparable to security at Licensor's other places of operation.
- 16. NOTICES. All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent, or (ii) 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:

Boy's and Girl's Club of Chicago

2950 W. 25th St.

Chicago, Illinois 60623 Attention: Hermilo Hinojosa If to Licensee: BOARD OF EDUCATION

125 South Clark Street, 16th Floor

Chicago, Illinois 60603

Attention: Director of Real Estate

With a copy to: BOARD OF EDUCATION

125 South Clark Street, 7th Floor

Chicago, Illinois 60603

Attention: Patrick J. Rocks, General Counsel

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.

- 17. **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.
- 18. <u>SUCCESSORS AND ASSIGNS.</u> This License shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.
- 19. <u>AUTHORITY</u>. 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.
- 20. **SEVERABILITY.** If any provisions 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.
- 21. <u>CONFLICT OF INTEREST</u>. This License is not legally binding on the Licensee if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.
- 22. <u>INDEBTEDNESS</u>. Licensor agrees to comply with the Licensee's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
- 23. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Licensor agrees that any expenditures beyond the Licensee's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget (s).
- 24. <u>INSPECTOR GENERAL</u>. Each party to this License 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.

25. <u>ETHICS</u>. The Licensee's Ethics Code adopted June 23, 2004 (04-0623-PO4), 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, 2009.

LICENSEE:	LICENSOR:
BOARD OF EDUCATION OF THE CITY OF CHICAGO	BOY'S AND GIRL'S CLUB OF CHICAGO
By: Later Desince	By: ful p
Robert W. Runcie, Chief Operating Officer	Name: HAMILO HINOSPSA
	Title: CLUB DIAGCTOR - WOOD CUB
	Attest:
COO Report Number: 09-0513-COO8	By:
Approved as to legal form:	Name: Irela Ayala
Polls Shock of	Title: AdW. Asst.
Patrick J Rocks, General Counses	