

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

PARKING LICENSE AGREEMENT FOR
500 WEST 35TH STREET, CHICAGO, IL
(Triple Crown Entertainment, LLC)

THIS PARKING LICENSE AGREEMENT ("Agreement") is entered into as of July 1, 2022 (the "**Effective Date**") between **TRIPLE CROWN ENTERTAINMENT, LLC** an Illinois corporation ("**Licensor**"), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("**Licensee**" or "**Board**"). The Licensor and Licensee are referred to below each as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Licensor is the owner of a parking lot located at 500 West 35th Street, Chicago, Illinois (the "**Premises**" or "**Parking Lot**");

B. Licensee desires to license the Premises for parking by Licensee's employees, faculty, staff, agents, contractors and invitees ("**Licensee's Permittees**") at the Licensee's training center located at 501 West 35th Street, Chicago, Illinois.

AGREEMENT

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, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee for the benefit of Licensee and Licensee's Permittees, the right, privilege and permission, to possess and occupy the Premises for the Use set forth below and during the time periods expressed herein, subject to the terms and conditions set forth in this Agreement.

2. **TERM.** The term of this Agreement shall commence retroactively on July 1, 2022, and end on June 30, 2023 ("**Term**"), unless sooner terminated in accordance with Section 3 below or as otherwise provided herein.

3. **EARLY TERMINATION.** Either Party may terminate this Agreement at any time, without cause, upon at least sixty (60) days' prior written notice to the other Party as provided in Section 13 herein.

4. **USE.** Licensee shall have the right to use the Premises pursuant to the following restrictions:

- a. the use (the "**Use**") shall be to provide parking by Licensee's Permittees at the Licensee's training center located at 501 West 35th Street, Chicago, Illinois;
- b. the Use shall be made five (5) days a week, Monday through Friday, between the hours of 7:00 a.m. to 10:00 p.m. from November 1 through March 31 and between the hours of 7:00 a.m. to 5:00 p.m. from April 1 through October 31 of any year throughout the Term;
- c. Licensee shall not be permitted to use the Premises on Chicago White Sox opening day, any potential Chicago White Sox playoff game dates played at Guaranteed Rate Field, and all Crosstown Classic Chicago Cubs vs. Chicago White Sox games played at Guaranteed Rate Field. All playoff dates shall be communicated in writing to the Chicago Public Schools Real Estate Department by the Licensor;
- d. Ingress and egress to the Premises shall be from (1) the 35th Street driveway, (2) the Normal Avenue driveway, or (3) the public alley on the west side of the lot.

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5. **LICENSE FEE.** Licensee shall pay an annual license fee ("**Fee**") of Fifty-Three Thousand Two Hundred Fifty Dollars (\$53,250.00) to Licensors, payable in advance on the first Friday of each month in monthly installments of Four Thousand Three Hundred Seventy-Five and 00/100 Dollars (\$4,375.00) for the period beginning July 1, 2022, through December 31, 2022, and Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) for the period beginning January 1, 2023, through June 30, 2023. For any partial month, the monthly fee shall be pro-rated accordingly, based on a 30-day month. The total payments to Licensors for this Term, including real estate taxes, shall not exceed Seventy-Three Thousand Two Hundred Sixty-One and 35/100 Dollars (\$73,261.35).

6. **TAXES, UTILITIES AND COSTS.**

6.1 **Utilities, Costs and Expenses.** Licensors, at its sole cost and expense, shall pay when due all charges for gas, electricity, light, heat, water, and all other utility services used in or supplied to the Parking Lot and all costs, expenses and fees arising out of or related to the administration of this license and all taxes and licensing fees, other than those set forth in Section 6.2 below.

6.2. **Real Estate Taxes.** Licensee agrees to pay a portion of the real estate taxes for the Premises based on 260 days of use in a 365-day year ("**Licensee's Share of Taxes**"). The Licensee's Share of Taxes shall be calculated based on the tax bills that issue during August of the applicable license term.

Licensee shall make payments on Licensee's Share of Taxes during this License Term based on the tax bills for 2021. When the final tax bills for 2022 become available, the difference shall be calculated as described below and Licensee shall pay the Tax Readjustment Amount.

FOR EXAMPLE, if the 2020 tax bill total is \$28,560.12, then Licensee's portion shall be $\$28,560.12 \div 365 \times 260 = \$20,345$.

The Licensee's Share of Taxes based on the 2021 bills is \$20,011.35, payable in monthly installments of \$1,667.61.

Licensee shall continue to pay \$1,667.61 per month as Licensee's Share of Taxes throughout this Term. When the final bill for tax year 2021 becomes available in November 2022, the difference in Licensee's Share of Taxes from 2020 to 2021 will be calculated (the "**Tax Readjustment Amount**"). Licensee shall pay the Tax Readjustment Amount within thirty (30) days of receipt of an invoice and copies of the 2021 tax bills from Licensors.

The tax bills for 2021 became available and the final tax bills for 2021 are:

<u>17-33-123-044-0000</u>	<u>17-33-123-045-0000</u>	<u>TOTAL</u>
\$3,701.10	\$24,391.75	\$28,092.85

7. **BILLING AND PAYMENT PROCEDURES.** Licensors shall comply with the Board's vendor onboarding procedures. The Board shall issue a Purchase Order for the license fee and Licensors shall submit invoices against that Purchase Order. Invoices shall reference this Agreement and be submitted electronically via email in PDF format to facilityinvoices@cps.edu. Each email may only contain one invoice and must include:

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- Licensor name and payment address
- Unique invoice number (determined by Licensor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- The address of the premises being rented
- Total amount due and license/rental period covered by invoice

8. **MAINTENANCE, REPAIRS AND ALTERATIONS, SNOW REMOVAL, SIGNAGE.**

8.1 **Maintenance and Repairs.** Licensor shall maintain and keep the Parking Lot in a safe, usable condition or better throughout the Term and shall be responsible for coordinating normal maintenance and any necessary repairs thereto, including, any necessary resurfacing or restriping (collectively "**Parking Lot Repairs**").

Licensee shall keep the Parking Lot free of debris and dispose of all refuse after each use. If Licensee causes any damage to the Parking Lot, exclusive of ordinary wear and tear, Licensee shall be responsible for the cost of repairing such damage. At the expiration of this Agreement, Licensee shall return the Parking Lot to Licensor in the same condition as received, ordinary wear and tear excepted. Any Parking Lot Repairs that are required as a direct result of damage caused by the Licensee or Licensee's Permittees shall be made at Licensee's sole cost and expense.

8.2 **Alterations and Additions.** Licensee may not make any alterations, additions or improvements to the Parking Lot, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or denied.

8.3 **Snow Removal.** Licensee shall provide and pay for prompt removal of snow and ice from the Parking Lot during its Usage Time. Licensor shall be responsible for snow and ice removal from the Parking Lot on the weekends and Licensor acknowledges that Licensee shall not have any responsibilities relative to snow or ice removal from sidewalks that immediately abut the Parking Lot.

8.4 **Signage.** Licensee shall have the right to install signs on the Parking Lot, at Licensee's sole cost and expense, which signs shall comply with all applicable statutes, laws, ordinances and zoning requirements. The Licensee may, but is not obligated to, post signs in the Parking Lot notifying parkers that unauthorized vehicles in the Parking Lot during the Usage Time may be towed at the vehicle owner's expense.

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

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

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

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

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

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

1. Licensors shall have its General, Umbrella, and Automobile Liability insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents and invitees, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board". Licensors shall submit to Licensee satisfactory evidence of insurance coverage prior to the Effective Date. Prior to the Effective Date, Licensors shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensee reserves the right to withhold payment under this Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

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

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

2. Likewise, Licensee shall have its General, Umbrella, and Automobile Liability insurance policies endorsed to provide that "Triple Crown Entertainment, LLC, its members, directors, officers, employees, other agents, and invitees are named as additional insured on a primary basis without recourse or right of contribution from Licensors". Licensee shall submit to Licensors satisfactory evidence of insurance coverage prior to the Effective Date. Prior to the Effective Date, Licensee shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensors reserves the right to terminate this Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to Licensors as provided in Paragraph 13 below. The above-referenced certificates shall be deposited with Licensors at the address identified in Paragraph 13 below. Notwithstanding the foregoing, Licensors acknowledges that as a municipal corporation Licensee is self-insured and shall provide a letter of self-insurance.

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

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

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

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

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

Licensors must register with the insurance certificate monitoring company designated below and must maintain a current insurance certificate on file during the Term of this Agreement, including any extensions or renewals thereof and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to the commencement of the Term. The initial annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year but is subject to change.

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

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

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

10. **DEFAULT.** If either Party defaults under any covenant hereunder and such failure continues for a period of thirty (30) days after receipt of written notice thereof, unless such failure cannot be remedied within thirty (30) days and the defaulting Party has commenced and is diligently pursuing all necessary action to remedy such failure, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' written notice as provided herein, in addition to any other remedies available at law and/or in equity.

11. **INDEMNIFICATION.**

A. Licensors hereby agrees to indemnify and hold Licensee, its members, agents, contractors and employees (including without limitation Licensee Permittees) (all collectively "**Licensee's Indemnified Parties**") harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by any of Licensee's Indemnified Parties as a result of Licensors' actions in connection with this Agreement, limited, however, to only such liabilities, claims or demands which arise out of, or are caused by, Licensors' grossly negligent, intentional or willful acts, errors and/or omissions. Notwithstanding the foregoing, such indemnification by the Licensors shall not exceed the minimum insurance requirements set forth in this Agreement.

B. Likewise, to the extent permitted by law and without waiving any statutory defenses or immunities, Licensee hereby agrees to indemnify and hold Licensors, its members, directors, officers,

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employees, volunteers, contractors, other agents, and invitees ((all collectively “**Licensor’s Indemnified Parties**”) harmless from and against any liability, claim or demand (including court costs and reasonable attorneys’ fees), incurred by any of Licensor’s Indemnified Parties as a result of Licensee’s or any of Licensee Permittees’ actions in connection with this Agreement, limited, however, to only such liabilities, claims or demands which arise out of, or are caused by, Licensee’s or any of Licensee’s Permittees’ grossly negligent, intentional or willful acts, errors and/or omissions. Notwithstanding the foregoing, such indemnification by the Licensee shall not exceed the minimum insurance requirements set forth in this Agreement.

12. **ASSIGNMENT; SUB-LICENSING; SUCCESSORS & ASSIGNS.**

- a. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or sublicensed to any other individual or entity without Licensor’s prior written consent, which may be withheld at Licensor’s sole discretion. Licensor shall have the right at any time to transfer or assign its interest under this License.
- b. This Agreement shall inure to the benefit of and be binding upon the respective Parties hereto and their successors and assigns.

13. **NOTICES.** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. Any notice involving default, non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

If to Licensor: Triple Crown Entertainment, LLC
c/o Winters Salzetta O’Brien & Richardson LLC
111 W. Washington Street, Suite 1200
Chicago, Illinois 60602
Attention: Dan O’Brien

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

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

Either Party may, from time to time, change the names or 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.

14. **PARAGRAPH HEADINGS.** The paragraph headings set forth herein are for convenience of reference only and are not intended to limit or amplify any of the terms or provisions of this Agreement.

15. **AUTHORITY.** The individual officers, agents and employees of the Parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and lawful authority to

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execute this Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

16. **SURVIVAL/SEVERABILITY**. All express representations or indemnifications made or given in this Agreement shall survive the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

17. **WAIVER**. No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

18. **CONFLICT OF INTEREST**. This Agreement is not legally binding on the Board 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 within a one-year period following expiration or other termination of their office.

19. **INDEBTEDNESS**. Licensor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

20. **CONTINGENT LIABILITY**. The Illinois School Code 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).

21. **INSPECTOR GENERAL**. Each Party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

22. **ETHICS**. No officer, agent or employee of the Board is or shall be employed by the Licensor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

23. **COMPLIANCE WITH LAWS; GOVERNING LAW**. The Parties shall, at all times during the term of this Agreement and any renewal thereof, comply with, and shall cause its employees, agents and contractors, to comply with all laws, statutes, codes, ordinances and regulations applicable to this Agreement. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Licensor irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Licensor agrees that service of process on the Licensor may be made, at the option of the Licensee, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by the Licensor, or by personal delivery on any officer, director, or managing or general agent of the Licensor. If any action is brought by the Licensor against the Licensee concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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24. **NON-LIABILITY OF BOARD OFFICIALS.** Licensors agrees that no Board member, employee, agent, officer or official shall be personally charged by Licensors with any liability or expense under this Agreement or be held personally liable under this Agreement to Licensors.

25. **FREEDOM OF INFORMATION ACT.** Licensors acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement may be subject to reporting requirements under 105 ILCS 5/34-220. Licensors further acknowledges that this Agreement may be posted on the Board's Internet website at www.cps.edu.

26. **DEBARMENT AND SUSPENSION.** Licensors certifies, to the best of its knowledge and belief, after due inquiry, that:

A. It, its principals, or its subcontractors who perform work in connection with operations relating to this Agreement or the Use under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E];

B. It, its principals, or its subcontractors who perform work in connection with operations relating to this Agreement or the Use under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government; and

C. It, its principals, or its subcontractors who perform work in connection with operations relating to this Agreement or the Use under the Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

"Principals" for the purposes of this certification means officers; directors, owners; partners; persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

In performing any obligations of the Agreement, Licensors shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (08-1217-PO1), as amended.

27. **PROHIBITED ACTS.** Licensors represents and warrants to Licensee that within the three (3) years prior to the effective date of the License Agreement, Licensors or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

28. **FORCE MAJEURE.** When a period of time is provided in this Agreement for either Party to do or perform any act or thing, the Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, declarations of emergency by governmental authorities, pandemics, epidemics and other causes beyond the reasonable control of the Party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

29. **ENTIRE AGREEMENT.** This Agreement, including any exhibits attached hereto, represents the entire agreement between the Licensors and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only be a written instrument executed by both Parties.

30. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This Agreement may be executed in any number of counterparts and with digital signatures, each of which shall be deemed to be

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an original, but all of which together shall constitute but one instrument. Original and digital signatures delivered by facsimile or electronic means shall be considered binding for both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LICENSEE:

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

DocuSigned by:
By: Charles Mayfield
EF57B76ABC90427...

Name: Charles E. Mayfield

Title: Interim Chief Operating Officer

COOR#: 23-0120-COO-01

Approved as to legal form:

DocuSigned by:
Joseph T. Moriarty
571EC98C33144C5...
Joseph T. Moriarty, General Counsel

LICENSOR:

TRIPLE CROWN ENTERTAINMENT, LLC

By: Pete Powers
Name: Pete Powers
Title: PRESIDENT

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EXHIBIT A
Map of Parking Lot

