

This document will be posted on the CPS internet website

FOURTH RENEWAL OF LICENSE AGREEMENT

(Boys and Girls Club of Chicago)

THIS FOURTH RENEWAL OF LICENSE AGREEMENT (“**Fourth Renewal Agreement**”) is entered into as of the 1st day of July, 2014 (“**Effective Date**”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and the **BOYS AND GIRLS CLUB OF CHICAGO**, an Illinois not-for-profit corporation located at 4835 North Sheridan Road, Chicago, Illinois (the “**Licensor**”).

RECITALS

- A. Licensor is the owner of certain real estate located at 4835 N. Sheridan Road, 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, 2011 for a term commencing on July 1, 2011 and ending June 30, 2012 (the “**Original Agreement**”) which was subsequently renewed by a first renewal agreement for a term commencing July 1, 2012 and ending June 30, 2013 (“**First Renewal Agreement**”), which was subsequently renewed by a second renewal agreement for a term commencing July 1, 2013 and ending June 30, 2014 (“**Second Renewal Agreement**”), which was subsequently renewed by a third renewal agreement for a term commencing July 1, 2014 and ending June 30, 2016 (“**Third Renewal Agreement**”). The Original Agreement and all renewals thereof shall collectively be referred to as the “**Agreement**”;
- C. The parties hereto desire to further renew the 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, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. Capitalized Terms. All capitalized terms not defined in this Fourth Renewal Agreement shall have the same definition as set forth in the Agreement.
2. Fourth Renewal Term. The parties agree that the License Agreement shall be renewed for a term commencing July 1, 2016 and to continue through June 30, 2017 (“**Fourth Renewal Term**”). The Board shall have the right to terminate this Fourth Renewal Agreement by providing 60 days written notice to the Licensor.

This document will be posted on the CPS internet website

3. Premises: During the Fourth Renewal Term the Premises will consist of the following portions within the Building: gymnasium, swimming pool, boys' and girls' locker rooms, computer lab, auditorium, arts lab and games room. Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's students. Licensee's use shall be from 8:00 a.m. to 3:30 p.m. Monday through Friday.

4. License Fee. The License Fee during the Fourth Renewal Term shall be increased from the Third Renewal Term by THREE PERCENT (3%) for a total of \$36,228.71 per year payable in monthly installments (\$3,019.06 per month).

5. Notices: All notices required under the 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 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 the Licensee: Chicago Public Schools
Real Estate Department
42 West Madison Street, 9th Floor
Attn: Chief Facility Officer

with a copy to: Board of Education of the City of Chicago
General Counsel
One North Dearborn Street, Suite 900
Chicago, IL 60602
Fax: (773) 553-1701

If to Licensor: Boys and Girls Club of Chicago
Pedersen-McCormick Club
4835 N. Sheridan Road
Chicago, IL 60640
Attn: George Colone

6. Counterparts and Facsimiles. This Fourth Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

7. Original Agreement. Except as stated in this Fourth Renewal Agreement, all other terms of the Agreement remain in full force and effect.

This document will be posted on the CPS internet website

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

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

By: Mary De Runtz
Mary De Runtz
Chief, Capital Improvements

Date: 6.23.16

BOYS AND GIRLS CLUB OF CHICAGO

By: Mimi LeClair
Name: Mimi LeClair

Title: President and CEO

Date: 5/27/16

Attest: Hermilio Hinojosa

Name: Hermilio Hinojosa

Title: Vice President of Youth Development

COO Report No.: 16-0201-C001

Approved as to Legal Form: CSL/Jan
Ronald L. Marmer
Ronald L. Marmer, General Counsel