

This Agreement will be posted on the CPS Internet website.

**SECOND RENEWAL OF LICENSE AGREEMENT FOR SPACE AT
BOY'S AND GIRL'S CLUB OF CHICAGO**

This **SECOND RENEWAL OF LICENSE AGREEMENT FOR SPACE AT BOY'S AND GIRL'S CLUB OF CHICAGO** ("Second Renewal Agreement") is entered into as of July 1, 2016 ("Effective Date") between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("**Licensee**" or "**Board**") and **BOYS & GIRLS CLUBS OF CHICAGO**, an Illinois not-for-profit corporation located at 2950 W. 25th Street, Chicago, Illinois ("**Licensor**"). Licensor and Licensee are hereinafter referred to collectively as the "**Parties**."

RECITALS

1. The parties entered into that certain License Agreement For Space At Boy's And Girl's Club Of Chicago, 2950 W. 25th St., Chicago, Illinois 60623, dated as of August 1, 2012 ("**Original License Agreement**") for use of certain shared space in a building located at 2950 W. 25th Street, Chicago, Illinois 60623 ("**Building**") with a term commencing on August 1, 2012 and ending on June 30, 2013. The Original License Agreement was renewed by that certain First Agreement To Renew The License Agreement ("**First Renewal Agreement**") with a term commencing on July 1, 2013 and ending on June 30, 2016 ("**First Renewal Period**"). The Original License Agreement, as renewed and modified by the First Renewal Agreement, is hereinafter referred to as the "**Existing License Agreement**." In the Existing License Agreement, Licensor was inadvertently and mistakenly misdescribed as "Boy's And Girl's Club Of Chicago" or "Boys & Girls Club Of Chicago."
2. The shared space in the Building that comprises the Premises licensed hereunder consists of: (i) Ten (10) classrooms; (ii) Gymnasium; (iii) Swimming pool; (iv) Locker rooms; and (v) One (1) office (collectively, the "**Premises**") for the use of students of Spry School, located at 2400 S. Marshall Boulevard, Monday through Friday from 8:00 a.m. through 3:00 p.m. ("**Use**").
3. Licensor and Licensee desire to renew the Existing License Agreement for an additional three (3)-year term on the terms and conditions set forth in this Second Renewal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Second Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DEFINED TERMS**. All defined and/or capitalized terms used herein shall have the same meaning as in the Existing License Agreement, unless the context clearly requires a different meaning or connotation. The term "**License Agreement**" shall mean and shall consist of the Existing License Agreement, as renewed and amended by this Second Renewal Agreement.
2. **SECOND RENEWAL TERM**. The Existing License Agreement is hereby renewed for an additional three (3) year term, commencing July 1, 2016 and ending June 30, 2019 ("**Second Renewal Term**"). Licensor hereby licenses to Licensee the Premises for the Second Renewal Term upon the terms and conditions set forth herein.

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3. **LICENSE FEE FOR SECOND RENEWAL TERM.** Paragraph 4 of the Original License Agreement, as amended by Paragraph 3 of the First Renewal Agreement, is hereby modified to provide in its entirety:

In consideration of the licensing of the Premises as set forth above for the Second Renewal Term, Licensee covenants and agrees to pay to the Licensor, as a license fee for the Premises for the Second Renewal Term ("Fee"), the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) on the first day of each month of the Second Renewal Term (for an annual License Fee of \$90,000.00 during the Second Renewal Term). The total License Fee for the Second Renewal Term is Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00).

Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that the maximum compensation amount to be paid to Licensor for the Second Renewal Term shall not exceed Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00).

4. **TERMINATION FOR CONVENIENCE.** Paragraph 2 of the Original License Agreement is hereby modified to provide in its entirety:

Licensee shall have the right to terminate this License for convenience, in whole or in part, by providing at least ninety (90) days prior written notice of such intent to terminate to the Licensor.

5. **INSURANCE.** The following language is added as Subparagraph C of Paragraph 9 of the Original License Agreement:

C. The policy or certificate above-referenced in Sec. 9.B. shall be deposited with Licensee at the following address:

Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
ATTN: Risk Management
Phone: (773) 553-3310
Fax: (773) 553-3326
Email: riskmanagement@cps.eduRisk Management

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

Each year, Licensor 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

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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.
676 N. LaSalle – Suite 230
Chicago, IL 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: URL – <http://www.cpsvendorcert.com>.

6. **INDEMNIFICATION**. The following language is added as Subparagraph C. of Paragraph 13 of the Original License Agreement.

C. Licensor agrees that no Board member, employee, agent, officer or official shall be personally charged by Licensor with any liability or expense under this License Agreement or be held personally liable under this License Agreement to Licensor.

7. **NOTICES**. Paragraph 15 of the Original License Agreement is amended to provide that the addresses to which notices to Licensee are to be addressed are:

To Licensee: Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Chief Facilities Officer (or if none, Chief Administrative Officer)

With a copy to: Board of Education of the City of Chicago
Law Department
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

8. **ADDITIONAL TERMS**. The following are added as additional terms to the License Agreement:

8.1. **FREEDOM OF INFORMATION ACT**. Licensor acknowledges that this License Agreement and all related documents 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 are subject to reporting requirements under 105 ILCS 5/34-220. Licensor further acknowledges that this License Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

8.2. **AMENDMENTS**. No modification of or amendment to this License Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

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8.3. **GOVERNING LAW.** This License Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

8.4. **AUTHORITY.** In the event Licensor is an entity other than a sole proprietorship, Licensor represents that it has taken all action necessary for the approval and execution of this Second Renewal Agreement, and execution by the person signing on behalf of Licensor is duly authorized by Licensor and has been made with complete and full authority to commit Licensor to all terms and conditions of this License Agreement which shall constitute valid, binding obligations of Licensor.

9. **CONSENT AND RATIFICATION.** Licensor, being Boys & Girls Clubs of Chicago, an Illinois not for profit corporation, hereby states that it owns the Building, and further acknowledges, consents to, and ratifies the execution, delivery, and performance as Licensor of and pursuant to the Original License Agreement and First Renewal Agreement under the description of "Boy's and Girl's Club of Chicago" or "Boys & Girls Club Of Chicago."

10. **COUNTERPARTS AND FACSIMILES.** This Second 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

11. **OTHER LICENSE TERMS.** Except as modified or amended herein, all other terms of the Existing License Agreement are unchanged and shall remain in full force and effect during the Second Renewal Term. In the event of any inconsistency between this Second Renewal Agreement and the Existing License Agreement, the terms of this Second Renewal Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

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

LICENSEE:

BOARD OF EDUCATION OF
THE CITY CHICAGO

By: Frank M. Clark
Name: Frank M. Clark
Title: President

Attest: Estela G. Beltran
Name: Estela G. Beltran
Title: Secretary 2/16/17

Date: 2/16/17

Forrest Claypool
Forrest Claypool, Chief Executive Officer

Report Number: 16-0525-OP3; 16-0824-AR3-45; 16-1026-AR5.1.29; 16-1207-AR4-27

Approved as to legal form: Ronald L. Marmer
Ronald L. Marmer, General Counsel

LICENSOR:

BOYS & GIRLS CLUBS OF CHICAGO

By: Harold H. ...
Name: Harold H. ...
Title: VICE PRESIDENT OF YOUTH DEVELOPMENT

Attest: _____
Name: _____
Title: _____

Date: 2/16/17

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