

**NINTH AGREEMENT TO RENEW LICENSE FOR  
USE OF SPACE AT 1900 WEST LAWRENCE AVENUE, CHICAGO, ILLINOIS,  
BETWEEN DEVRY UNIVERSITY, INC., AS LICENSOR, AND  
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

**THIS NINTH AGREEMENT TO RENEW LICENSE AGREEMENT** ("Ninth Renewal Agreement") is entered into as of the 1st day of July 2023 (the "Effective Date"), between DEVRY UNIVERSITY, INC. (the "Licensor" or "DeVry") and the BOARD OF EDUCATION OF THE CITY OF CHICAGO (the "Licensee" or the "Board").

**RECITALS**

A. WHEREAS, DeVry is accredited through the Higher Learning Commission and is authorized to operate and grant degrees in Illinois through the Illinois Board of Higher Education ("IBHE"); and

B. WHEREAS, such accreditation and authorization allow DeVry to provide an "early college" program for CPS high school juniors and seniors (the "Advantage Academy Program" or "Program") that enables them to earn dual credits at both the high school and college levels and concurrently earn a high school diploma and college-level degrees available under the Program; and

C. WHEREAS, the Program is provided at a selective enrollment CPS high school operated by DeVry and located on DeVry's Chicago campus; and

D. WHEREAS, DeVry and the Board entered into an Educational Services Agreement, dated July 1, 2018, which required DeVry, the Licensor, to provide office, classroom, dining and meeting space and 10 parking spaces on DeVry's Chicago campus for the Program for the period July 1, 2018, through June 30, 2023; and

E. WHEREAS, DeVry and the Board entered into a new Educational Services Agreement, dated July 1, 2023 (authorized by BR#23-0426-PR5) which requires DeVry, the Licensor, to provide office, classroom, dining and meeting space and seven (7) parking spaces on DeVry's Chicago campus for the period July 1, 2023, through June 30, 2028 (the "2023 Education Agreement"); and

F. WHEREAS, DeVry and the Board entered into a License Agreement dated July 1, 2004 for the license of office, classroom, dining and meeting space and shared use of a parking lot located on DeVry's Chicago campus located at 3300 N. Campbell, Chicago, Illinois, for the Advantage Academy Program for a term commencing July 1, 2004 and continuing through June 30, 2006 (the "Original License") (authorized by Board Report # 04-0623-OP4), as renewed eight times continuing through June 30, 2023 and as subsequently amended in the Amendment to Eighth Agreement to Renew License Agreement ("Amendment") to reflect the relocation of the Chicago campus to 1900 W. Lawrence Avenue (the "Relocated Facility") and to substitute a new Exhibit A-1 depicting the new layout of the Licensed Premises. The Original License and the eight renewals as amended are collectively referred to herein as the "License Agreement"; and

G. WHEREAS, the parties hereto desire to renew the License Agreement on the terms and conditions as set forth herein, and not otherwise.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated into and made a part of this Ninth Renewal Agreement and the mutual covenants contained herein, the parties hereby agree as follows:

1. **DEFINED TERMS.** Unless otherwise provided herein, all capitalized terms shall have the meaning set forth in the License Agreement.

2. **GRANT/RENEWAL TERM.** By mutual agreement, Licensor hereby licenses the Licensed Premises to Licensee, upon the terms and conditions hereinafter set forth, for an additional five (5) year period commencing as of the Effective Date and ending June 30, 2028 (“Ninth Renewal Term”).

3. **LICENSED PREMISES.** The Licensed Premises shall consist of the following rooms and facilities depicted on Exhibit A-1 of the Amendment: two (2) “administrative areas” consisting of three (3) offices, twelve (12) workstations, and ten (10) classrooms containing one (1) workstation per classroom; and one (1) student lunchroom; for a total of approximately 15,284 usable square feet at a minimum. All references to “Licensed Premises” herein shall mean the Licensed Premises as set forth in the Amendment and Exhibit A-1 and shall also include a teacher’s lounge/lunchroom and use of seven (7) on-site parking spaces. Exhibit A-1 shall be deemed modified to reduce the parking spaces from 10 to 7. The Licensed Premises provided by Licensor are fully furnished for Licensee's use and shall include the equipment described on Exhibit B-1 of the Amendment. Licensee shall have the right to use the Licensed Premises daily between the hours of 7:15 a.m. and 4:30 p.m. and such other hours (including weekends and evenings) as required by Licensee to operate the Program. Licensor shall have access to the non-administrative areas of the Licensed Premises on weekdays after 5:00 p.m., weekends, and at any time that Licensee's classes are not in session.

4. **FEE FOR NINTH RENEWAL TERM.** There shall be no License Fee for the Ninth Renewal Term.

5. **TERMINATION.** Simultaneously with the execution of this Ninth Renewal Agreement, the parties have entered into the 2023 Education Agreement. If the 2023 Education Agreement is terminated for any reason, then this Ninth Renewal Term will also terminate, effective as of the date of termination of the 2023 Education Agreement. Licensee shall have the option to terminate this Ninth Renewal Term without cause, at any time, by providing Licensor with thirty (30) days prior written notice.

6. **LICENSOR REPRESENTATIONS AND WARRANTIES.** Licensor leases the space in which the relocated Licensed Premises are located pursuant to a lease for 17,226 square feet between Licensor and its Landlord, SB 1900 West Lawrence LLC, an Illinois Limited Liability Company dated September 30, 2018 (the “Lease”). Licensor represents and warrants that:

- a. The Term of the Lease does not expire prior to the end date of this Ninth Renewal Term; and

- b. The Lease is in full force and effect; and
- c. To the best of Licensor’s knowledge, Licensor is not in material default or violation of the Lease.

7. **COUNTERPARTS AND ELECTRONIC DIGITAL SIGNATURES:** This Ninth Renewal Agreement may be executed digitally and in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. An original or digital signature delivered by facsimile or electronic means will be considered binding for both parties.

8. **OTHER LICENSE TERMS.** Except as specifically amended herein, all other terms of the License Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this Ninth Renewal Agreement as of the dates written below.

**LICENSEE:**  
**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**LICENSOR:**  
**DEVRY UNIVERSITY, INC.**

By:   
DocuSigned by: EF57B76ABC90427...

By: 

Name: Charles E. Mayfield

Print Name: Scarlett Howery

Title: Chief Operating Officer


Title: Vice President of Public Workforce Solutions

Date: July 28, 2023 | 4:12:26 PM CDT

Date: 7/27/2023

Authorization: Board Rule 7-13(b)

Approved as to Legal Form   
DocuSigned by:

By:   
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Name: Ruchi Verma

Title: General Counsel