

This document will be posted on the CPS internet website.

**FIFTH RENEWAL OF LICENSE AGREEMENT FOR SPACE AT
BOYS & GIRLS CLUB OF CHICAGO**

(2950 W. 25th Street, Chicago, Illinois)

THIS FIFTH RENEWAL OF LICENSE AGREEMENT (“**Fifth Renewal Agreement**”) is entered into as of July 1, 2023 (“**Effective Date**”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and the **BOYS & GIRLS CLUBS OF CHICAGO**, an Illinois not-for-profit corporation located at 2950 W. 25th Street, Chicago, Illinois (the “**Licensor**”) (collectively, the “**Parties**”).

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. The Licensor and the Licensee entered into that certain License Agreement dated as of August 1, 2012, for a term commencing on August 1, 2012, and ending June 30, 2013 (the “**Original Agreement**”). The Original Agreement was thereafter renewed by a first renewal agreement for a term commencing July 1, 2013 and ending June 30, 2016 (“**First Renewal Agreement**”) and subsequently renewed by a second renewal agreement for a term commencing July 1, 2016 and ending June 30, 2019 (“**Second Renewal Agreement**”); a third renewal agreement for a term commencing July 1, 2019 and ending June 30, 2022 (“**Third Renewal Agreement**”); and a fourth renewal agreement for a term commencing July 1, 2022 and ending June 30, 2023 (“**Fourth Renewal Agreement**”). The Original Agreement as previously amended and renewed shall collectively be referred to as the “**Agreement**”.
- C. The shared space in the Building that comprises the Premises to be licensed hereunder consists of: (i) ten (10) classrooms; (ii) the gymnasium; (iii) swimming pool; (iv) boys’ and girls’ locker rooms; and (v) one (1) office (collectively, the “**Premises**”) for the use of students of Spry School, located at 2400 S. Marshall Boulevard (“**School**”), Monday through Friday from 8:00 a.m. through 4:00 p.m. and with prior notice to and coordination with the Licensor, the use of the Premises on five (5) Saturdays during the regular school year (“**Use**”). In addition, Licensor grants Licensee the right to use the auditorium and one additional smaller office space to use as storage at no additional cost. Licensor acknowledges that the auditorium and the science classroom do not have locks and that the Licensor shall not have any responsibility for any personal items stored or left in these two (2) rooms.
- D. The Parties hereto desire to renew the Agreement for an additional six (6) month term on the terms and conditions as set forth herein.

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. **DEFINED TERMS**. All defined and/or capitalized terms used herein shall have the same meaning as set forth in the Agreement unless the context clearly requires a different meaning or connotation.
- 2. **FIFTH RENEWAL TERM**. The Agreement is hereby renewed for a six (6) month term commencing July 1, 2023, and continuing through December 31, 2023, unless extended as herein provided (“**Fifth Renewal Term**”). The Licensor hereby licenses to Licensee the Premises for the Fifth Renewal Term upon the terms and conditions set forth herein. The Board may extend the Fifth Renewal Term through June 10, 2024, by providing written notice to

This document will be posted on the CPS internet website.

Licensor on or before December 15, 2023.

3. **LICENSE FEE.** In consideration of licensing the Premises for the Fifth Renewal Term, Licensee covenants and agrees to pay Licensor a license fee ("Fee") of Eight Thousand One Hundred Fifty-Five Dollars (\$8,155.00) on the first day of each month of the Fifth Renewal Term. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the maximum compensation amount to be paid to Licensor for the Fifth Renewal Term shall not exceed Forty-Eight Thousand Nine Hundred Thirty Dollars (\$48,930.00) for the period ending on December 31, 2023, or Ninety-Seven Thousand Eight Hundred Sixty Dollars (\$97,860.00) if the Fifth Renewal Term is extended through June 10, 2024. If the Fifth Renewal Term is extended to June 10, 2024, the fee for the last month shall be prorated based upon a thirty (30) day month.

4. **AUTHORITY.** Licensor represents that it has taken all action necessary for the approval and execution of this Fifth 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 agreement which shall constitute valid, binding obligations of Licensor.

5. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this Fifth Renewal 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 Fifth Renewal Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

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

7. **ORIGINAL AGREEMENT.** Except as modified or amended herein, all other terms of the Agreement are and shall remain in full force and effect during the Fifth Renewal Term.

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

LICENSEE:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Charles Mayfield
EF57B76ABC90427
Charles E. Mayfield
Chief Operating Officer

LICENSOR:

BOYS & GIRLS CLUBS OF CHICAGO

By: Larisa Morrison
Name: Larisa Morrison
Title: Chief Financial Officer

COO Report: 23-0810-COO-11 DS
Approved as to Legal Form: JMM
DocuSigned by: Ruchi Verma ES
56B562E0FFA44C9...
Ruchi Verma, General Counsel

Attest: Michelle Daniels
Name: Michelle Daniels
Title: Chief People Officer