

This License Agreement shall be posted on the CPS internet website

**LICENSE AGREEMENT FOR SPACE AT BOY'S AND GIRL'S CLUB
OF CHICAGO, 2950 W. 25TH ST., CHICAGO, ILLINOIS BETWEEN
THE BOY'S AND GIRL'S CLUB OF CHICAGO, AS LICENSOR, AND THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS LICENSEE**

THIS LICENSE AGREEMENT ("License") is made as of this 1st day of August, 2012 ("Effective Date") between **BOY'S AND GIRL'S CLUB OF CHICAGO**, an Illinois not-for-profit Corporation ("Licensor") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Licensee").

RECITALS:

- A. Licensor is the owner of certain real estate located at 2950 W. 25th St., Chicago, Illinois, which is improved with a building ("Building").
- B. Licensee desires to license the following shared space within the Building: (i) ten (10) classrooms; (ii) gymnasium; (iii) swimming pool; (iv) locker rooms; and (v) one (1) office (collectively, the "Premises"). Usage of the Premises is granted on Mondays through Fridays from 8:00 a.m. to 3:00 p.m.
- C. Licensor desires to so license the Premises to Licensee.

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 in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **GRANT/TERM.** Licensor hereby licenses the Premises to Licensee, upon the terms and conditions hereinafter set forth, for a term commencing as of the Effective Date and ending on June 30, 2013 ("Term").
- 2. **TERMINATION FOR CONVENIENCE.** Licensee shall have the right to terminate this License for convenience by providing at least sixty (60) days prior written notice of such intent to terminate to the Licensor.
- 3. **USE.** The Premises shall be used by students of Spry School located at 2400 South Marshall Boulevard.
- 4. **LICENSE FEE.** In consideration of the licensing of the Premises as set forth above, Licensee covenants and agrees to pay to the Licensor, as a licensee fee for the Premises ("Fee"), the sum of Eight Thousand One Hundred Eighty-One and 82/100 Dollars (\$8,181.82) on the first day of each month of the Term. The License Fee for the Term is Ninety Thousand and 00/100 Dollars (\$90,000.00).
- 5. **LICENSOR COVENANTS.** Throughout the Term Licensor shall provide the following:
 - A. heat, water, and electricity necessary for the use and occupancy of the Premises for the purposes for which this License is made;

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- B. any maintenance, replacement, or repairs (including, but not limited to, painting) of the Building. Licensor agrees to maintain the Building in good condition and repair during the Term;
- C. any maintenance, replacement, or repairs of the facilities, fixtures and equipment providing hot and cold running water, drinking water and toilet services. All of the foregoing shall be maintained in good operating order and in a safe, healthful and clean condition; and
- D. prompt removal of snow and ice from the sidewalks, steps, walkways, driveways and entrance ways serving the Premises.

At all times, Licensor shall comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Premises. Licensor also agrees that the Licensee has the right to inspect, sample and analyze the materials, systems and structures in the Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Premises with standards or guidelines established by any of the foregoing.

If Licensor fails to complete any repair, replacement, or maintenance for which Licensor is obligated herein within ten (10) days of written notice from Licensee of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, Licensor has not commenced within ten (10) days of said notice the repair, replacement, or maintenance and continuously and diligently prosecuted its completion), Licensee may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. All sums expended and all costs and expenses incurred by Licensee in connection with any such repair, replacement, or maintenance shall be paid by Licensor to Licensee and shall bear interest from the respective dates when expended or incurred by Licensee at the rate of the lesser of twelve percent (12%) per annum or the maximum rate then permitted to be charged by law until repaid by Licensor to Licensee, and all such sums together with interest shall be deducted from the Fee due to Licensor from Licensee, or payable by Licensor to Licensee on demand.

6. **IMPROVEMENTS.** With the prior written approval of the Licensor, which shall not be unreasonably withheld or denied, the Licensee may make improvements (“Improvements”) to the Premises which are necessary for the use thereof by the Licensee.

7. **QUIET ENJOYMENT.** Licensor covenants that Licensee shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Licensor, its agents, employees, successors and assigns.

8. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this License, by lapse of time or otherwise, the Licensee shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, and equipment of all kinds from said Premises. The Licensee shall deliver the Premises, upon termination, in as good a state or condition as the Premises existed on the Effective Date with the Improvements (if any), less reasonable use and wear thereof and damages by fire and accident excepted.

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9. **INSURANCE.**

A. Licensee self-insures with regard to liability and property damage for at least the first Two Million and No/100 Dollars (\$2,000,000.00) and Licensee agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Term.

B. Licensor agrees to purchase and keep in full force and effect during the Term, insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois on the Building and on all Improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Building (above foundations) or an amount sufficient to prevent Licensor from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time. The policy shall name Licensee as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Licensee thirty (30) day's prior written notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Licensee. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Licensee on or before the Effective Date and shall provide thirty (30) days notice to the Licensee prior to cancellation, material change, or non-renewal thereof. If Licensor fails to comply with such requirements, Licensee may obtain such insurance and keep the same in effect, and Licensor shall pay Licensee the premium cost thereof to Licensee upon demand or Licensee may deduct the cost of the same from the Fee hereunder.

10. **LICENSOR DEFAULT.** If Licensor is in default under this License and such default shall continue for ten (10) days after Licensee has notified the Licensor by written notice of such default, unless in the case of a default which cannot be remedied within ten (10) days where Licensor shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Licensee may, but shall not be obligated to, cure the default itself and deduct the cost and expense thereof from the Fee due under this License, or immediately terminate this License by providing Licensor written notice as provided for herein.

11. **LICENSEE DEFAULT.** If the Licensee is in default under this License and such default shall continue for ten (10) days after Licensor has notified the Licensee by written notice of such default, unless in the case of a default which cannot be remedied within ten (10) days where Licensee shall have commenced and shall be diligently pursuing all necessary action to remedy such default, the Licensor may but shall not be obligated to cure the default or elect to terminate this License by providing Licensee written notice as provided for herein. Termination under this Section 12 shall only be effective as of the end of a school year.

12. **CASUALTY AND CONDEMNATION.** If the Premises are made unusable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, the Licensor or Licensee may elect to terminate this License as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. The Fee shall abate as of the date of the casualty or taking, and if there is any award or payment by the condemning governmental entity, Licensee shall not be entitled to any

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portion thereof. Licensor agrees to promptly notify Licensee if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

13. **INDEMNIFICATION.**

A. Licensee hereby agrees to indemnify and hold the Licensor harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensor as a result of Licensee's actions on or about the Premises, limited, however, to only such liabilities, claims or demands which arise or are caused by Licensee's negligent acts, errors and/or omissions.

B. Licensor hereby agrees to indemnify and hold the Licensee harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Licensee as a result of Licensor's actions on or about the Premises, limited, however, to only such liabilities, claims or demand which arise or are caused by Licensor's negligent acts, errors and/or omissions.

14. **SECURITY.** Licensor agrees to establish and maintain security measures appropriate to reasonably protect the Premises, individuals properly present at the Premises, and the personal property located thereon. Licensee agrees to cooperate with Licensor in maintaining security and in establishing security measures for the Premises comparable to security at Licensor's other places of operation.

15. **NOTICES.** All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served and effective: (i) as of the day of delivery if delivered in person, by messenger, overnight delivery service or a party's attorney or agent, or (ii) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Licensor: Boy's and Girl's Club of Chicago
2950 W. 25th St.
Chicago, Illinois 60623
Attention: Hermilo Hinojosa
Phone: 773-257-0700

If to Licensee: Board of Education of the City of Chicago
Department of Real Estate
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attention: Director of Real Estate

With a copy to: Board of Education of the City of Chicago
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: James L. Bebley, General Counsel

Either party may from time to time change the names and addresses furnished for notice hereunder by

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giving written notice of said change to the other party in accordance with the notice provisions set forth above.

16. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this License have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

17. **SUCCESSORS AND ASSIGNS.** This License shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

18. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this License do hereby individually represent and warrant that they have full power and lawful authority to execute this License and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

19. **SEVERABILITY.** If any provision(s) of this License is (are) determined to be legally invalid, the parties hereto agree that particular provision(s) shall be null and void, but that the remainder of this License shall remain in full force and effect.

20. **CONFLICT OF INTEREST.** This License is not legally binding on the Licensee 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 of Licensee during the one year period following expiration or other termination of their terms of office.

21. **INDEBTEDNESS.** Licensor agrees to comply with the Licensee's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

22. **CONTINGENT LIABILITY.** The School Code of Illinois 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).

23. **INSPECTOR GENERAL.** Each party to this License hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education 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.

24. **ETHICS.** Licensor agrees to comply with the Licensee's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time and said Ethics Code is incorporated into and made part of this License.

25. **COUNTERPARTS AND FACIMILIES.** This License 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.

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IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

LICENSEE:
BOARD OF EDUCATION OF
THE CITY OF CHICAGO

By: David J. Vitale
David J. Vitale, President

Attest: Estela G. Beltran 3/29/13
Estela G. Beltran, Secretary

Board Report No.: 12-0725-OP3-1 12-1219-AR2-22
13-0227-AR2-11

Approved as to legal form:
James L. Bebley
James L. Bebley, General Counsel

LICENSOR:
BOY'S AND GIRL'S CLUB OF CHICAGO

By: Hermilo Hinososa
HERMILO HINOSOSA
Its: CLUB DIRECTOR

Attest: Fernando Lopez
Fernando Lopez

Its: PROGRAM DIRECTOR

This Renewal Agreement will be posted on the CPS website.

FIRST AGREEMENT TO RENEW THE LICENSE AGREEMENT

Between the Board of Education of City of Chicago and Boys & Girls Club of Chicago
(Use of Premises for Spry School)

This first agreement to renew the License Agreement (“**First Renewal**”) is entered into as of the 1st day of July, 2013 (“**Effective Date**”) by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the “**Board**”, “**CPS**”, or “**Licensee**”), and the Boys & Girls Club of Chicago, an Illinois not-for-profit organization, etc., with a principal office located at 2950 W. 25th Street (“**Licensor**”) (collectively the “**Parties**”).

Recitals:

- A. The Parties entered into a License Agreement dated August 1, 2012 (“**Agreement**”) for use of shared space in a building located at 2950 W. 25th Street, Chicago, Illinois (“**Premises**”) for a term ending on June 30, 2013 (“**Initial Term**”); and
- B. The Board desires to renew the term of the Agreement and Licensor accepts this option to renew on the terms and conditions set forth in this First Renewal.

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this First Renewal by reference, and the mutual covenants contained herein, the Parties agree as follows:

1. Any and all capitalized terms contained in this First Renewal and not defined herein shall have the definition as set forth in the Agreement.
2. The Parties agree to extend the term of the Agreement until June 30, 2016 (“**First Renewal Period**”), unless terminated sooner as provided in the Agreement.
3. Paragraph 4 of the Agreement is deleted in its entirety and replaced with the following:

License Fee. In consideration of the licensing of the Premises as set forth above, Licensee covenants and agrees to pay to the Licensor, as a license fee for the Premises (“**Fee**”), the sum of Seven Thousand Five Hundred Dollars a month during the Term of the Agreement, including any renewal terms, payable on the first day of the month. The annual license fee shall be Ninety Thousand Dollars (\$90,000.00).


4. Licensor acknowledges that this First Renewal and all documents submitted to the Board related to this contract 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 First Renewal is subject to reporting requirements under 105 ILCS 5/10-20.40. Licensor further acknowledges that this First Renewal shall be posted on the Board’s website at www.cps.edu.
5. Except as expressly provided in this First Renewal, all terms and conditions of the Agreement are and shall remain in full force and effect during the First Renewal Period.
6. This First Renewal 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 other electronic means shall be considered binding on both parties.

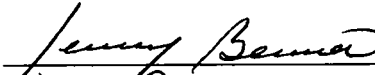
This Renewal Agreement will be posted on the CPS website.

IN WITNESS WHEREOF, the Parties hereto have executed this First Renewal as of the date first written above.


Licensors:

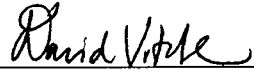
Boys and Girls Club of Chicago

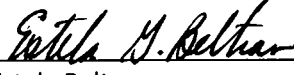
^{24C}
By: 
Name: James S. Keene
Title: President + CEO

Attest: 
Name: Jenny Bernier
Title: Executive Assistant


Licensee:

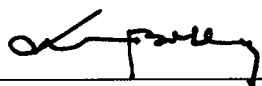
Board of Education of City of Chicago 

By: 
David Vitale
President

Attest:  5/28/14
Estela Beltran
Secretary

Dated: 5/28/14

Board Report No. 13-0724-OP1-1; 13-1023-AR2-29;
13-1218-ARI-23; 14-0226-ARI-9; 14-0423-AR2-6
Approved as to Legal Form: 

By: 
James L. Bebley
General Counsel

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.

This Agreement will be posted on the CPS Internet website.

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.

This Agreement will be posted on the CPS Internet website.

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]

This Agreement will be posted on the CPS Internet website.

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

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

THIS THIRD RENEWAL OF LICENSE AGREEMENT (“**Third Renewal Agreement**”) is entered into as of the 1st day of July, 2019 (“**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**”). The Original Agreement as modified 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, Monday through Friday from 8:00 a.m. through 3:00 p.m. (“**Use**”).
- D. The Parties hereto desire to renew the Agreement for an additional three (3)-year 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.

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2. **THIRD RENEWAL TERM.** The Agreement is hereby renewed for a three (3) year term commencing July 1, 2019 and continuing through June 30, 2022 ("**Third Renewal Term**"). The Licensor hereby licenses to Licensee the Premises for the Third Renewal Term upon the terms and conditions set forth herein.

3. **LICENSE FEE.** In consideration of licensing the Premises for the Third Renewal Term, Licensee covenants and agrees to pay Licensor a license fee ("**Fee**") in the sum of Seven Thousand Five Hundred Dollars (\$7,500) on the first day of each month of the Third Renewal Term, for an annual license Fee of Ninety Thousand Dollars (\$90,000). Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the maximum compensation amount to be paid to Licensor for the Third Renewal Term shall not exceed Two Hundred Seventy Thousand Dollars (\$270,000).

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

Licensee shall have the right to terminate this Agreement for convenience, in whole or in part, by providing at least sixty (60) days prior written notice of such intent to terminate to the Licensor.

5. **AUTHORITY.** Licensor represents that it has taken all action necessary for the approval and execution of this Third 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.

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

7. **COUNTERPARTS AND FACSIMILES.** This Third 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.

8. **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 Third Renewal Term.

9. **BOARD APPROVAL.** The execution of this Agreement is subject to approval by the members of the Chicago Board of Education.

This document will be posted on the CPS internet website

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

LICENSEE:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

LICENSOR:

BOYS & GIRLS CLUBS OF CHICAGO

By: Miguel del Valle
Miguel del Valle, President

By: Hernando Hinojosa
Name: HERNANDO HINOJOSA
Title: VICE PRESIDENT OF YOUTH DEVELOPMENT

Attest: Estela G. Beltran 7/1/19
Estela G. Beltran, Secretary

Attest: KATHARINE RUTKOWSKI
Name: K. Rutkowski
Title: CHIEF OF STAFF

By: Janice K. Jackson
Janice K. Jackson, Ed.D, Chief Executive Officer

Board Report # 19-0626-OP2-1

Approved as to Legal Form. Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

This document will be posted on the CPS internet website

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

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

THIS FOURTH RENEWAL OF LICENSE AGREEMENT (“Fourth Renewal Agreement”) is entered into as of the 1st day of July, 2022 (“**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**”) and further renewed by a third renewal agreement for a term commencing July 1, 2019 and ending June 30, 2022 (“**Third Renewal Agreement**”). The Original Agreement as previously modified 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. Licensee 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 one (1)-year 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

This document will be posted on the CPS internet website

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. **FOURTH RENEWAL TERM.** The Agreement is hereby renewed for a one (1) year term commencing July 1, 2022 and continuing through June 30, 2023 (“**Fourth Renewal Term**”). The Licensor hereby licenses to Licensee the Premises for the Fourth Renewal Term upon the terms and conditions set forth herein.
3. **LICENSE FEE.** In consideration of licensing the Premises for the Fourth Renewal Term, Licensee covenants and agrees to pay Licensor a license fee (“**Fee**”) in the sum of Seven Thousand Nine Hundred Sixteen and 66/100 Dollars (\$7,916.66) on the first day of each month of the Fourth 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 Fourth Renewal Term shall not exceed Ninety-Five Thousand Dollars (\$95,000).
4. **SUMMER PROGRAMMING.** The Parties acknowledge that Licensee may have summer programming that would begin during this Fourth Renewal Term and extend into a subsequent renewal period. In the event that Licensee requires use of the Premises or any portion of the Premises beyond the Fourth Renewal Term, Licensee shall use good faith efforts to notify Licensor of such need and its desire to renew the License on or before March 31, 2023. In the event that Licensor also intends to provide summer programming, the Parties shall cooperate to develop a schedule that accommodates the summer programming needs of both Parties. In the event that the Parties cannot agree on a schedule, the dispute shall be resolved by the Licensor’s Chief Financial Officer and the Licensee’s Chief Operating Officer or their respective designee.
5. **AUTHORITY.** Licensor represents that it has taken all action necessary for the approval and execution of this Fourth 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.
6. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this Fourth 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 Fourth Renewal Agreement shall be posted on the Board’s Internet website at <http://www.cps.edu>.
7. **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.

This document will be posted on the CPS internet website

8. **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 Fourth Renewal Term.

9. **BOARD APPROVAL.** The execution of this Fourth Renewal Agreement is subject to approval by the members of the Chicago Board of Education.

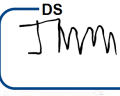
IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Renewal Agreement as of the Effective Date.

LICENSEE:

LICENSOR:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

BOYS & GIRLS CLUBS OF CHICAGO

DocuSigned by:
By: Miguel del Valle 
Miguel del Valle, President

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

DocuSigned by:
Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Attest: K. Rutkowski
Name: KATIE RUTKOWSKI
Title: DIRECTOR OF EXECUTIVE OPERATIONS

DocuSigned by:
By: Pedro Martinez
Pedro Martinez, Chief Executive Officer
Board Report # 22-0727-AR1-I-17
Board Report # 22-0928-AR1-I-12
Board Report # 22-1026-AR1-I-21
Board Report # 22-0427-OP2

Approved as to Legal Form:

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

**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, Monday through Friday from 8:00 a.m. through 3:00 p.m. (“**Use**”).
- 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 Licensor at any time before expiration of the initial 6 months of the Fifth Renewal Term.
- 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

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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:

LICENSOR:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

BOYS & GIRLS CLUBS OF CHICAGO

By: _____
Charles E. Mayfield
Chief Operating Officer

By: _____
Name: _____
Title: _____

COO Report: 23-0810-COO-11

Approved as to Legal Form:

Attest: _____
Name: _____
Title: _____

Ruchi Verma, General Counsel

This document will be posted on the CPS internet website.

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

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

THIS SIXTH RENEWAL OF LICENSE AGREEMENT (“**Sixth Renewal Agreement**”) is entered into as of January 1, 2024 (“**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**”); a fourth renewal agreement for a term commencing July 1, 2022 and ending June 30, 2023 (“**Fourth Renewal Agreement**”) and a fifth renewal agreement for a term commencing July 1, 2023 and ending December 31, 2023 (“**Fifth 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 during this Sixth Renewal Term, as defined below, is modified to delete the ten (10) classrooms previously licensed. The modified Premised hereunder consists of: (i) the gymnasium; (ii) swimming pool; (iii) boys’ and girls’ locker rooms; and (iv) one (1) office (collectively, the “**Modified Premises**”) for the use of students of Spry School, located at 2400 S. Marshall Boulevard, Monday through Friday from 9:30 a.m. through 10:30 a.m. and 1:15 p.m. through 3:15 p.m. (“**Use**”).
- D. The Parties hereto desire to renew the Agreement for an additional period of approximately six (6) months 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. **SIXTH RENEWAL TERM**. The Agreement is hereby renewed for a term commencing January 1, 2024, and continuing through June 10, 2024 (“**Sixth Renewal Term**”). The Licensor hereby licenses to Licensee the Modified Premises for the Sixth Renewal Term upon the terms and conditions set forth herein.
- 3. **LICENSE FEE**. In consideration of licensing the Premises for the Sixth Renewal Term, Licensee covenants

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and agrees to pay Licensor a license fee ("Fee") of Three Thousand Fifty Dollars (\$3,050.00) on the first day of each month of the Sixth 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 Sixth Renewal Term shall not exceed Sixteen Thousand Two Hundred Sixty-Six and 60/100 Dollars (\$16,266.60) for the period ending on 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 Sixth 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 Sixth 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 Sixth Renewal Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

6. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This Sixth 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 Sixth Renewal Term.

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

LICENSEE:

LICENSOR:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

BOYS & GIRLS CLUBS OF CHICAGO

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

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

COO Report: 24-0320-COO-01s

Approved as to Legal Form ES

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

DocuSigned by:
Ruchi Verma
DS
JMM
36B562E0FFA44C9...
Ruchi Verma, General Counsel