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SECOND RENEWAL OF LICENSE AGREEMENT
(BOYS AND GIRLS CLUB OF CHICAGO, PEDERSEN-McCORMICK CLUB,
4835 N. SHERIDAN ROAD, CHICAGO, ILLINOIS)

THIS SECOND RENEWAL OF LICENSE AGREEMENT (“Second Renewal”) is entered into as of the 1st day of July 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 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, 2022, for a term commencing on July 1, 2022, and ending June 30, 2023 (“**Original Agreement**”) for the license of shared space within the Building: gymnasium, swimming pool, boys' and girls' locker rooms, computer lab, auditorium, arts lab, and games room (the “**Premises**”). The Original Agreement was subsequently renewed for a term commencing on July 1, 2023 and ending June 30, 2024 (“**Renewal Agreement**”). The Original Agreement and Renewal Agreement shall collectively be referred to as the “License”.
- C. The parties hereto desire to further renew the License 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. **Defined Terms.** All capitalized terms not defined in this Second Renewal shall have the same definition as set forth in the License.
- 2. **Second Renewal Term.** The parties agree that the License shall be renewed for a term commencing July 1, 2024, and continuing through June 30, 2025 (“**Second Renewal Term**”).
- 3. **Use.** The Premises shall continue to be used for recreational purposes by students at John T. McCutcheon Elementary School located at 4865 N. Sheridan Road, Chicago, Illinois 60640. Licensee will also be allowed to access Licensor's computers and Internet for use by Licensee's students. Licensee shall have the right to utilize the Premises Monday through Friday, 8:45 a.m. to 3:45 p.m. (“**Permitted Use Time**”).
- 4. **License Fee.** The Fee during the Second Renewal Term shall be Fifty-Five Thousand Four Hundred Twenty-Three and 33/100 Dollars (\$55,423.33) per year, payable in monthly installments of Four Thousand Six Hundred Eighteen and 61/100 Dollars (\$4,618.61) per month.
- 5. **Freedom of Information Act.** Licensor acknowledges that this Second Renewal and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS

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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 Second Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.

6. Authority. Licensor represents that it has taken all action necessary for the approval and execution of this Second Renewal, 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 Second Renewal which shall constitute valid, binding obligations of Licensor.

7. Counterparts, Digital Signatures and Facsimiles. This Second Renewal 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.

8. Original Agreement. Except as stated in this Second Renewal, all other terms of the License shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the dates written below.

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

Date: October 20, 2024 | 1:53:19 PM CDT

Date: September 16, 2024

Attest:

COO Report No.: 24-1004-COO-05

By: Katharine M. Rutkowski
Name: Katharine Rutkowski
Title: Director of Executive Operations

Approved as to Legal Form: ES
DocuSigned by:
Ruchi Verma
56B562E0FFA44C9
Ruchi Verma, General Counsel