

This Agreement will be posted on the CPS Internet website.

FIRST RENEWAL OF LICENSE AGREEMENT

THIS FIRST RENEWAL OF LICENSE AGREEMENT (“First Renewal”) is made and entered into as the last date set forth on the signature page below, but effective as of July 1, 2024 (“Effective Date”), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 42 West Madison Street, Chicago, Illinois (“Licensor” or “Board”) and Beyond the Ball, NFP, an Illinois not-for-profit corporation, having an address of 3501 South Drake, Chicago, Illinois (“Licensee”). The Licensor and Licensee are referred to herein each as a “Party” and collectively as the “Parties”.

RECITALS

A. Licensor controls and is the beneficial owner of Josefa Ortiz de Dominguez Elementary School (“Ortiz School”), located at 3000 South Lawndale Avenue, Chicago, Illinois 60623, and Joseph E. Gary Elementary School (“Gary School”), located at 3740 West 31st Street, Chicago, Illinois 60623.

B. Licensor and Licensee entered into a License Agreement (“Agreement”) effective as of August 21, 2023 for a term ending June 30, 2024 whereby Licensee was granted a license to the following interior areas of Ortiz School: Classroom #211, the school gym, gym office, one gym closet, space within the garage, and the lunch room (together, the “Indoor Premises”); and the exterior grounds of Ortiz School and Gary School campus including but not limited to the artificial turf field, three (3) basketball courts, one (1) playlot, and two (2) paved areas shared by the schools (the “Outdoor Premises”; and together with the Indoor Premises, collectively referred to as the “Premises”).

C. The original Agreement included an option to extend the Term for an additional one-year period through June 30, 2025. Licensee provided notice to Licensor that it intended to exercise that option and in addition, desires to extend the Term for a further one-year period through June 30, 2026, thereby requesting a two (2) year extension.

D. The Parties agree to renew the Agreement for an additional two-year period on the terms and conditions set forth in this First Renewal and to amend the Agreement to include an option to renew the Agreement for an additional one-year period. The original Agreement, as amended and renewed by this First Renewal, is collectively referred to as the “License”.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this First Renewal Agreement 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 original Agreement unless the context clearly requires a different meaning or connotation.

2. **FIRST RENEWAL TERM; OPTION TO EXTEND.** The Agreement is hereby extended and renewed for an additional two-year period commencing July 1, 2024, and ending June 30, 2026 (“First Renewal Term”). So long as Licensee is not in default under the License, Licensee shall have one (1) option to extend the License for an additional one (1) year period for a term commencing July 1, 2026, and ending June 30, 2027 (“Second Renewal Term”) and such extension shall be documented in a writing

This Agreement will be posted on the CPS Internet website.

signed by both Parties. Licensee shall provide written notice to Licensors of its intent to exercise each option no less than sixty (60) days prior to the end of the First Renewal Term.

3. **LICENSE FEE FOR FIRST RENEWAL TERM.** During the First Renewal Term, Licensee shall continue to pay Licensors a base monthly License Fee of \$1,000 and such other hourly fees and expenses as provided in the Agreement, including Section 4.

4. **FREEDOM OF INFORMATION ACT.** Licensee acknowledges that this First Renewal 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. Licensee further acknowledges that this First Renewal shall be posted on the Board's Internet website at <http://www.cps.edu>.

5. **AUTHORITY.** Licensee represents that it has taken all action necessary for the approval and execution of this First Renewal, and execution by the person signing on behalf of Licensee is duly authorized by Licensee and has been made with complete and full authority to commit Licensee to all terms and conditions of this agreement which shall constitute valid, binding obligations of Licensee.

6. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This First 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.

7. **ORIGINAL AGREEMENT.** Except as modified or amended herein, all other terms of the original Agreement are unchanged and shall remain in full force and effect during the First Renewal Term. In the event of any inconsistency between this First Renewal and the original Agreement, the terms of this First Renewal shall control.

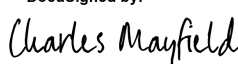
IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the dates written below.

LICENSOR:

LICENSEE:


**BOARD OF EDUCATION OF
THE CITY CHICAGO**

BEYOND THE BALL, NFP

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

By: 
 Name: Robert Castaneda
 Title: Executive Director

COO Report No. 25-0627-COO-12

Approved as to legal form: 
DocuSigned by:
5B562E0FFA44C9...
 Ruchi Verma, General Counsel