

PERMIT AND RIGHT OF ENTRY AGREEMENT

This **PERMIT AND RIGHT OF ENTRY AGREEMENT** (this "Agreement") is entered into as of the last date written on the execution page (the "Effective Date"), by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, an Illinois Municipal Corporation ("BOE"), whose offices are located at 42 W. Madison, Chicago, Illinois 60602 and **ARIEL EDUCATION INITIATIVE**, an Illinois not for profit corporation ("AEI"), having its principal offices at 200 E. Randolph Street, Suite 2900, Chicago, Illinois 60601, and its agent **ACCEL CONSTRUCTION SERVICES GROUP, LLC**, an Illinois limited liability corporation ("Contractor") with offices at 2211 N. Elston Avenue, Suite 302, Chicago, Illinois 60614 (together, the "Grantee").

RECITALS

WHEREAS, BOE owns or controls the real property commonly known as Ariel Community Academy located at 1119 E. 46th Street, Chicago, Illinois 60653 (the "School" or "Property"); and

WHEREAS, the Public Building Commission of Chicago ("PBC"), an Illinois Municipal Corporation, holds title to the Property for BOE; and

WHEREAS, AEI has offered to provide an in-kind donation for certain improvements including renovation of a classroom to create a financial literacy lab, including a Bloomberg station and furniture (the "Grantee Improvements") on the Property; and

WHEREAS, AEI has retained the Contractor to construct and install the Grantee Improvements (excluding computers, terminals, keyboards and furniture) (the "Work"), as detailed on Exhibit B attached hereto; and

WHEREAS, BOE agrees to grant the Grantee and its Contractor and subcontractors the Contractor's, agents, employees, contractors, subcontractors, consultants, invitees, and any other parties who enter the Property at Grantee's direction or with Grantee's consent (together, "Agents") to access the Property to perform the Work solely in the area of the Property designated as the "Work Area" on Exhibit A attached hereto upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant.** Subject to the terms and conditions set forth herein, BOE hereby grants to the Grantee a non-exclusive, limited permit and right of entry to the Work Area for the sole purpose of performing the Work in the Work Area and such portions of the Property as are necessary for ingress and egress onto the Work Property. No other work is permitted without the prior written consent of the BOE's Chief Operating Officer or Chief Facilities Officer (each a "BOE Contact"). The Grantee shall not commence any construction activities or installation of Grantee Improvements until it has received written approval from the BOE's Director of Environmental Health and Safety to begin construction. Grantee shall be responsible for ensuring that Grantee's and Contractor's, agents, employees, contractors, subcontractors, consultants, invitees, and any other parties who enter the Property at Grantee's direction or with Grantee's consent (together, the "Agent(s)") comply with Grantee's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Grantee. This right of entry is non-assignable. This Agreement does not authorize any work or any other work-related activities on any areas other than the Work Area shown or described on Exhibit A. All requests to perform work outside of the Work Area specified in Exhibit A, including access and egress routes on the Property, must be approved in writing, prior to commencement of the work, by the BOE Contact.

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3. **Term.** The term of this Agreement (the "Term") shall commence upon the Effective Date and shall terminate upon the earlier of: (a) forty-five (45) days after the Effective Date or (b) the completion of the Work (unless sooner terminated pursuant to Section 16). The Term may be extended with written notice to and approval by the BOE, which approval shall be in the sole discretion of the BOE and agreed to in writing and signed by both parties.

4. **Cost.** Grantee shall be responsible for all costs and expenses associated with its use of the Property and the Work to be undertaken without reimbursement, credit, or any other offset from the BOE.

5. **Permits and Compliance with Laws.** Prior to performing the Work, the Grantee agrees to secure, or cause its Agents to secure, in their own name and at no cost to the BOE, all necessary permits, licenses, and governmental approvals ("Required Permits") to perform the Work and shall provide the BOE with copies of such approvals prior to commencement of any entry or work upon the Work Area. Grantee covenants that all Required Permits shall remain in full force and effect throughout the performance of the work. The Grantee and its Agents shall comply at all times with any and all applicable municipal, county, state and federal statutes, laws, ordinances, codes, rules, and regulations, including without limitation all applicable Environmental Laws (as hereafter defined) and regulations (collectively, "Laws") relating to the Work. As used herein "Environmental Laws" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Property and relating to the regulation and protection of human health, safety, the environment, natural resources or to any hazardous substances.

6. **Prevailing Wage.** The Work shall be done in a first-class, good workmanlike manner in accordance with the Agreement and applicable industry standards and by persons covered by a collective bargaining agreement with the appropriate trade union. The Grantee and its Contractor shall comply and shall cause its Agents to comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.), including but not limited to, all wage, notice and record keeping duties. Upon the BOE's written request, the Grantee's Contractor agrees to provide or cause to be provided the certified payrolls for the Work to the BOE.

7. **Notice and Coordinating Construction and Entry.** Grantee shall coordinate its entry upon the School Property and provide notice to the BOE contacts in Section 26 below at least three (3) business days prior written notice of its entry onto the School Property, which notice shall identify the general time and nature of the work to be performed. Grantee shall schedule the Work when School is not in session, (*i.e.*, School Holidays, summer, winter or spring vacation, on the weekends) to avoid disrupting the School. Grantee shall closely monitor all work activities to assure safety on the School Property. Grantee shall provide a contact person to directly communicate with the BOE regarding entry onto the Property and the Work to be performed.

8. **Indemnification.** The Grantee shall and shall cause its Agents to indemnify, defend (through an attorney reasonably acceptable to BOE) and hold BOE and the PBC, their members, officers, agents, agencies, and employees (collectively, the "BOE Parties"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, "Claims") incurred in connection with, arising out of or incident to: (a) any act or omission to act of the Grantee or its Agents relating to the Work during the Term; (b) any breach or default by Grantee under this Agreement; (c) any personal injury (including wrongful death) or property damage arising out of or relating to this Agreement; or (d) any entry upon, occupancy or use of the Property by or on behalf of the Grantee or its Agents in connection with this Agreement. The foregoing indemnity shall commence from the time the Grantee and its Agents enter upon the Property and survive expiration or termination of this Agreement.

9. **Insurance.** Grantee shall provide and maintain, or cause its Contractor to provide and maintain, at their sole cost and expense, the minimum insurance coverages and requirements specified below, insuring all operations and work related to this Agreement, whether performed by or on behalf of Grantee. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Grantee shall submit to the BOE satisfactory evidence of insurance coverage and, upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:

A. **Workers Compensation and Employers Liability.** Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all General Contractor's

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employees who work on a Project, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

B. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, (for minimum of two (2) years following completion of the Work and acceptance), separation of insureds, defense, and contractual liability (with no limitation endorsement). General liability insurance may not exclude coverage for sexual abuse and/or molestation. Subcontractors performing work must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

C. **Automobile Liability.** When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Automobile Liability Insurance must be provided with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Subcontractors performing work must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

D. **Contractors Pollution Liability.** When any Work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Work with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Work under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

E. **Professional Liability.** When any architects, engineers, construction/project managers or other professionals perform Work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Work under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

F. **Property.** Grantee and its Agents shall be responsible for all loss or damage to its personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Grantee or its Agents. The BOE shall not be responsible for any loss or damage to Grantee's or its Agents personal property.

G. **Builders Risk Insurance.** Builders Risk Insurance for scope of project must be provided, unless otherwise directed in writing by the BOE. Coverage must be all risk (special form) in amount sufficient to cover scope of project. Grantee or its Contractor may elect to provide coverage with a deductible not to exceed \$10,000. If a deductible is selected, the Grantee and Contractor shall be responsible for any losses that fall below the deductible amount.

H. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than Five Million and 00/100 Dollars (\$5,000,000) per occurrence, which will provide additional limits for general liability and auto insurance following policy form of the primary coverage and terms.

I. **Additional Requirements.**

1. **Additional Insured.** The "Board of Education of the City of Chicago, a body politic and corporate (and the City of Chicago ["City"] and the Public Building Commission of Chicago ["PBC"] as their interests may appear as titleholders), and their members, employees and agents, and any other entity as may be designated by the Board" shall be named as Additional Insureds on a primary basis without recourse or right of contribution from the BOE (and the City and the PBC in their capacity as titleholders) on all Commercial General Liability, Automobile Liability, Excess/Umbrella Liability and Contractors Pollution Liability policies.

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The Certificates of Insurance must evidence coverage for the full term of this Agreement. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of any work or testing on the Property. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The Grantee shall deliver, or shall cause its contractors, subcontractors and Agents to deliver, to BOE the Certificates of Insurance required above prior to entering upon the Property to perform the Work. The Certificates are to be sent to:

Chicago Board of Education
Director of Risk Management, Risk Manager
42 W. Madison, Second floor
Chicago, Illinois 60602
Phone : (773) 553-2244
Fax: (773) 553-3326
Email: riskmanagement@cps.edu

2. **General.** The Grantee (or its Agents as applicable) shall be responsible for any and all deductibles or self-insured retentions. The Grantee and its Agents expressly understand and agree that any coverages and limits furnished by it (or its Agents) shall in no way limit the Grantee's or its Agent's liabilities and responsibilities specified in this Agreement or by Law. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Grantee shall require all Agents, including its Contractor and subcontractors, to maintain the above-described coverage, or the Grantee may provide such coverage for its Agents.

The BOE reserves the right to modify, delete, alter or change insurance requirements at any time.

10. **Inspection of the Property and Performance of Work.** The Grantee agrees to carefully inspect, or cause its Agents to carefully inspect the Property, prior to entering thereon and to ensure that they do not damage the Property or any surrounding property, structures, utility lines or subsurface lines or cables. The Grantee and its Agents shall take all reasonable safety precautions to ensure that the Work Area is adequately secured during the Work and that the Work Area is closed and secured after the Grantee and its Agents exit and leave the Property. The Grantee and its Agents shall perform the Work in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws, including worker health and safety laws. The Grantee and its Agents shall limit their activities to those reasonably necessary to perform the Work. Neither the Grantee nor its Agents shall do anything on the Property that may in any manner injure the health, safety and welfare of the public or their employees, contractors, or agents, or violate any Laws, including, without limitation, any environmental, health or safety laws. Grantee shall not use or store any hazardous substances on the Property unless otherwise approved by BOE and shall promptly notify BOE if Grantee discovers any hazardous substances on the Property. BOE reserves the right to be present while the Grantee is conducting the Work and to approve and accept the construction/installation of the Grantee Improvements in its sole discretion. If any part of such work is found to be unacceptable to the BOE, then the Grantee shall cause same to be corrected at its cost to the satisfaction of the BOE.

11. **Obligation to Restore.** If the Grantee abandons the Work, then promptly following the expiration of this Agreement the Grantee shall restore, or cause its Agents to restore, the Property and place the Property in substantially the same or better condition that it was in prior to Grantee's or its Agents (as applicable) entering onto the Property and as a result of Grantee's or its Agents' Work thereon, except as may be otherwise permitted in writing by the BOE's Chief Operating Officer or Chief Facilities Officer. Grantee shall remove, or cause its Agents to remove, all wastes generated as a result of Grantee's or its Agents' Work on the Property and dispose of said waste it in accordance with the applicable Laws.

12. **Title to Grantee Improvements.** The parties acknowledge and agree that, upon the installation of the Grantee Improvements, title to any materials, supplies, equipment, or fixtures incorporated therein shall automatically vest in the BOE without further action on the part of any of the Parties. The Grantee further warrants that same shall be free and clear from all liens, contracts, chattel mortgages, or other encumbrances and shall warrant and defend title against all claims.

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13. **Assignment of Warranties.** Grantee warrants to or shall cause to be assigned to BOE all contractors' and manufacturers' and any other warranties that: (i) all materials and equipment furnished pursuant to the construction/installation of the Grantee Improvements shall be of good quality and new.

14. **No Liens.** The Grantee shall keep the Property free from liens and encumbrances arising out of any activities performed, materials furnished, or obligations incurred by or for the Grantee under this Agreement. In case of any such lien attaching, the Grantee or its Agents, contractors and subcontractors shall immediately pay and remove such lien or furnish security or indemnify BOE in a manner satisfactory to BOE. The Grantee shall protect BOE against any defense or expense arising from such lien. This Section 14 shall survive expiration or termination of this Agreement, unless and until Grantee has completed its obligations under this Section 14.

15. **No Warranties.** BOE makes no warranties or representations as to the ownership, physical, structural, or environmental condition of the Work Area. It is understood and agreed that the Grantee is accepting the Work Area on an "AS IS-WHERE IS" basis for the Work to be undertaken under this Agreement. The Grantee and its Agents acknowledge that they are entering onto the Property, including the Work Area, and into this Agreement at their own risk.

16. **Compliance with Plans.** All work and materials must conform to the requirements and specifications of the Work as described on **Exhibit B**. Grantee shall not deviate from the plans and specifications described on **Exhibit B** and shall not undertake any other improvements on the School Property unless it receives the prior written consent of the Board's Chief Facility Officer or designee.

17. **Cooperation and Work Issue Resolution.** The parties to this Agreement agree to cooperate so that the Work can proceed expeditiously, safely, and efficiently. The parties agree to meet to resolve any issue(s) so that the Grantee Improvements are constructed, and all construction debris and waste is removed efficiently and safely.

18. **Right to Terminate and Enforcement.** Notwithstanding anything to the contrary contained herein, the BOE shall have the right to terminate this Agreement if Grantee fails to comply with the terms of this Agreement after ten (10) days written notice to Grantee (weather and access rights permitting). Upon such termination, Grantee shall immediately cease all activities and work related to this Agreement and shall remove any and all of its equipment on the School Property and return the School Property to its prior condition. The parties shall have the right to enforce this Agreement in Court and seek both damages and specific performance, including attorneys' fees and court costs for the prevailing party.

19. **Amendment.** This Agreement may not be amended, extended, or modified except by written instrument duly executed by the parties hereto.

20. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

21. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

22. **Counterparts, Digital Signatures and Facsimiles.** This Agreement may be executed in two or more counterparts and with digital signatures, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

23. **No Other Rights.** The rights granted herein shall be construed as a temporary permit to enter upon the Property to construct the Grantee Improvements in the Work Area and not as a grant of an easement, permanent possession, or any other interest in the Property. This Agreement does not grant any other right or rights with respect to the Property or Work Area.

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24. **No Substitute for Required Permitting.** The Grantee must secure all permits and approvals that may be required to undertake the Work. The Grantee understands that this Right of Entry Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake or perform the Work.

25. **Damages.** Grantee shall exercise due care and caution to protect the School and Property against any and all damage which may result directly or indirectly from the performance of the Work. Grantee agrees to pay all costs and expenses due to or arising out of its entry and use of the School Property and to repair and restore, at Grantee's expense, any damage to the School caused by Grantee or its Agents under this Agreement.

26. **No Principal/Agent or Partnership Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or a joint venture of the parties hereto. Any contractor who performs work under this Agreement shall be a contractor to Grantee and not a contractor, employee, agent, or partner of the BOE.

27. **Notices to Parties.** Any notice, certificate or other communication provided under this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to BOE:	Board of Education of the City of Chicago 42 W. Madison Street, 2 nd Floor Chicago, IL 60602 Attn: Chief Operating Officer Email: cemayfield@cps.edu
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With a copy to:	Board of Education of the City of Chicago One N. Dearborn Street, 9th Floor Chicago, IL 60602 Attn: General Counsel Email: cpslawdepartment@cps.edu
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If to the Grantee:	Ariel Education Initiative 200 E. Randolph Street, Suite 2900 Chicago, Illinois 60601 Attn: Auyana S. Orr Email: aorr@arielinvestments.com
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If to Grantee's Contractor:	Accel Construction Services Group, LLC 2211 N. Elston Avenue, Suite 201 Chicago, Illinois 60614 Attn: Henry Lopez Email: hlopez@acceldevgroup.com
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Any notice, demand or request sent by hand delivery or overnight courier is deemed received when delivered and if sent by registered or certified mail with return receipt requested, shall be deemed delivered on the date of delivery marked on the return receipt. Refusal of delivery shall have the same effect as receipt.

Notice may also be sent by e-mail. However, the sender must also send on the same day, written notice by hand delivery, registered or certified mail with return receipt requested or overnight courier in accordance with this Section 27 to ensure notice was received by the other party.

28. **Entry Contact.** In accordance with Section 7 above, the Grantee or its Agents shall give BOE at least three (3) days prior notice for access to the Property. Notice shall be given to the individuals below:

Contact information for BOE:

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Richard J. Schleyer, PE
Dir. of Environmental Health & Safety
Dept of Facilities Chicago Public Schools
Email: rjschleyer@cps.edu
Cell: (773) 251-7074

Jason A. Powell
Real Estate Property Manager
Chicago Public Schools
Capital Planning and Construction
Email: japowell8@cps.edu
Cell: (708) 259-9645

Grantee Contact Info:

Ariel Education Initiative
200 E. Randolph Street, Suite 2900
Chicago, Illinois 60601
Attn: Auyana S. Orr
Email: aorr@arielinvestments.com
Cell: (312) 371-6179

Robert Christlieb, LEED AP
Exec. Dir. – Facilities, Ops & Main.
Chicago Public Schools
Email: rmchristlieb1@cps.edu
Cell: (312) 965-6434

Alex Hamp, Senior Manager
Facilities Support
Chicago Public Schools
Email: ahamp@cps.edu
Cell: (773) 230-1931

**Construction Contractor
Contact Info:**

Accel Construction Services Group, LLC
2211 N. Elston Avenue, Suite 201
Chicago, Illinois 60614
Attn: Collins Whitfield
Email: cwhitfield@acceldevgroup.com
Cell: (773) 682-5182
Attn: John Casto, Sr. Project Manager
Email: jcastro@acceldevgroup.com
Cell: (847) 894-1189

29. **Background Check.** Grantee shall use best efforts to conduct the Work while school is not in session. If school is in session and students are present during any performance of the Work, then Grantee covenants, represents and warrants that all Agents who will perform any work on the Property shall have had or will have a complete background and criminal history records check performed, at Grantee's cost and expense, in accordance with procedures determined necessary by the BOE, including but not limited to, the background check requirements set forth on **Exhibit C** attached hereto ("Records Check") prior to any entry onto the Property under this Agreement.

30. **Confidentiality and Non-Disclosure of Reports and Information.** The Grantee agrees to deliver to BOE copies of all preliminary and final reports, surveys, field data, and field notes prepared by or for the Grantee regarding the condition of the Property, which shall be treated as confidential ("Confidential Information") before it is released or disclosed to the public or any other third party.

31. **Authority.** The parties to this Agreement represent, warrant and covenant that they respectively have the right, power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder; that the person(s) signing this Agreement on behalf of the respective parties have the authority to do so; and that this Agreement shall be binding upon and enforceable against the parties in accordance with its terms.

Rest of this page left intentionally blank. Signature page follows.

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

ARIEL EDUCATION INITIATIVE

By: 

Name: Anyona S. Orr

Title: Director, Community Affairs

Dated: 8/11/2025

Grantee's Contractor, solely as to the indemnification provisions in Section 8 and the insurance provisions in Section 9 of this Agreement:

ACCEL CONSTRUCTION SERVICES GROUP, LLC

By: Collins Whitfield

Name: Collins Whitfield

Title: VP


Dated: 8/11/2025

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: 

Charles E. Mayfield, Chief Operating Officer

Dated: August 12, 2025 | 4:05:50 PM CDT

Approved as to legal form: 

By: 

Elizabeth K. Barton, Acting General Counsel

Authorization: BOE Rule 7-13(f)