

FIRST AMENDMENT TO LICENSE AGREEMENT NO. 20321

THIS FIRST AMENDMENT TO LICENSE AGREEMENT NO. 20321 (“**Amendment**”) is made effective as of _____, 2025 (the “**Effective Date**”), by and between **THE CITY OF CHICAGO**, an Illinois Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as “**City**” or “**Licensor**”) and **SIT STAY READ!, INC.**, an Illinois not-for-profit corporation, (hereinafter referred to as “**Licensee**”), and

WHEREAS, the City and Licensee are parties to that certain License Agreement No. 20321 dated November 24, 2014 (the “**Agreement**”) for Licensee’s access to 1,192 square feet of first floor office space together with non-exclusive access to other common areas of 2861 N. Clark Street, Chicago, IL; and

WHEREAS, the Licensor and Licensee desire to renew and modify the terms of the Agreement, as more specifically set forth below.

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

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meaning given to said terms in the Agreement, unless otherwise expressly provided herein.
2. Term. The first sentence of Section 2 of the Agreement is hereby amended to replace “December 31, 2015” with “December 31, 2030”.
3. Operating Costs. The second to last sentence of Section 3.2a of the Agreement is hereby amended to read “For 2025, Licensee’s proportionate share of Operating Costs are estimated to be, and Licensee shall initially pay \$625.80 per month (subject to subsequent accounting and adjustment which may serve to increase or decrease these estimated Operating Costs).”
4. Ratification of Prior Payments and Responsibilities. City and Licensee acknowledge that all monthly payments continue to be promptly paid to the City after the expiration of the Agreement. City and Licensee further acknowledge that the City and Licensee have continued to perform all duties enumerated in the Agreement after it’s expiration.
5. Nonprofit Status. Licensee shall retain its nonprofit status during the Term of this Agreement.
6. City Requirements. See Exhibit A.
7. Insurance Requirements. See Exhibit B.
8. Counterparts. This First Amendment may be executed in two or more

counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. Entire Agreement. The Agreement, as modified by this First Amendment, embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

10. Incorporation of Amendment. The Licensee and the City hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

11. Reaffirmation of License Agreement. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

IN WITNESS WHEREOF, the Licensors and Licensee have executed this First Amendment as of the Effective Date.

LICENSOR:

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Julie Hernandez-Tomlin
Department of Assets, Information and Services

LICENSEE:

SIT STAY READ!, INC, an Illinois not-for-profit corporation

By: _____

Print Name _____

Title _____

EXHIBIT A

CITY REQUIREMENTS

1. Conflict of Interest and Governmental Ethics.

(a) Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Agreement.

(b) Duty to Comply with Governmental Ethics Ordinance. The City and Licensee shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships. Licensee acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Licensee hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

3. Patriot Act Certification. Licensee represents and warrants that neither Licensee nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Licensee that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is

under common control with Licensee, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

4. Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Licensee agrees that Licensee, any person or entity who directly or indirectly has an ownership or beneficial interest in Licensee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Licensee's contractors (i.e., any person or entity in direct contractual privity with Licensee regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Licensee and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by Licensee, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Licensee represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Licensee, or the date Licensee approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Licensee agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Licensee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Licensee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Agreement or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach

and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Licensee intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Agreement, the City may elect to decline to execute this Agreement.

For purposes of this provision:

- (a) “Bundle” means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.
- (b) “Other Contract” means any other agreement with the City to which Licensee is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.
- (c) “Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code, as amended.
- (d) Individuals are “domestic partners” if they satisfy the following criteria:
 - (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
 - (ii) neither party is married; and
 - (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
 - (iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
 - (v) two of the following four conditions exist for the partners:
 - (1) The partners have been residing together for at least 12 months.
 - (2) The partners have common or joint ownership of a residence.
 - (3) The partners have at least two of the following arrangements:

- (A) joint ownership of a motor vehicle;
- (B) joint credit account;
- (C) a joint checking account;
- (D) a lease for a residence identifying both domestic partners as Licensees.

- (4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) “Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code, as amended.

5. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, Licensee warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the “Waste Sections”). During the period while this Agreement is executory, Licensee’s general contractor’s or any subcontractor’s violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Licensee’s, general contractor’s and its subcontractors’ duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Licensee’s eligibility for future contract awards.

6. Failure to Maintain Eligibility to Do Business with the City. Failure by Licensee or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated thereby. Licensee shall at all times comply with Section 2-154-020 of the Municipal Code.

7. Cooperation with Office of Inspector General. It is the duty of Licensee and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Licensee represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Licensee will inform its Contractors and Subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) The City is subject to the June 16, 2014 “City of Chicago Hiring Plan”, as amended (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a subcontractor, and from directing Licensee to hire any individual as an employee or as a subcontractor. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Licensee under this Agreement are employees or subcontractors of Licensee, not employees of the City. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Licensee.

(c) Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Licensee by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, Licensee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (“OIG Hiring Oversight”), and also to the head of the relevant City department utilizing services provided under this Agreement. Licensee will also cooperate with any inquiries by OIG Hiring Oversight.

EXHIBIT B

INSURANCE REQUIREMENTS

Licensee shall, at its sole expense, procure and maintain, or cause to be procured and maintained, during the Term of this Agreement and on any earlier date Licensee or its contractors are permitted to enter onto the Premises, and until each and every obligation of Licensee contained in this Agreement has been fully performed (including any time period following the expiration or termination date if Licensee is required to return to the Premises and perform any additional work), the following coverages and minimum limits of insurance, insuring all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois. For the purpose of this Exhibit B, the term "contractors" shall also include licensees occupying the Premises:

- (a) Workers Compensation and Employers Liability Insurance. Licensee shall be insured (and shall require that each of its contractors and subcontractors are insured) against liability for workers' compensation and employers' risk as prescribed by applicable Law before commencing the performance of any Work on or about the Premises or otherwise in relation to this Agreement. A waiver of subrogation in favor of City is required.
- (b) Commercial General Liability Insurance. (Primary and Umbrella). Commercial General Liability insurance, insuring against any and all liability of the City and Licensee including, without limitation, coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury, with limits of not less than \$5,000,000 Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance will insure the performance by Licensee of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 11 of this Agreement. Such insurance will be noncontributing with any insurance which may be carried by the City and will contain a provision that City, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to the City, its agents, and employees, or the property of such persons. Such insurance policy shall include a Severability of Interest or Cross Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability." The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Agreement.
- (c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, Licensee shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

(d) Coverage of the Premises. Insurance policies insuring against loss or damage to the Premises, in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically insured against in an Illinois standard form fire insurance policy, which in no event shall be less than those perils covered by ISO Causes of Loss-Special Form property insurance (formerly known as "All-Risk"). The replacement cost of the Premises shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The policy shall list the City of Chicago as an additional insured and loss payee.

(e) All Risk Builders Risk Insurance. Before commencing any construction, including improvements, betterments or repairs, Licensee shall provide All Risk Builders Risk Insurance, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the Building. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage, vandalism and malicious mischief. The City of Chicago shall be named as an additional insured and loss payee. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Exhibit D. For the avoidance of doubt, Licensee shall have no obligation to maintain All Risk Builders Risk Insurance during any period which there is no construction being performed on the Premises.

Other Terms of Insurance.

(a) Licensee will furnish the City of Chicago, Department of Assets, Information & Services, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Licensee shall submit evidence on insurance prior to occupancy of the Premises. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of City to obtain certificates or other evidence of insurance from Licensee shall not be deemed to be a waiver by the City. Licensee shall advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance shall not relieve Licensee of its obligation to provide insurance as specified herein.

(b) The insurer shall provide the City prior written notice of at least sixty (60) days if the insurer elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage.

(c) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Licensee.

(d) To the maximum extent permitted by Law, and notwithstanding anything to the contrary contained in this Agreement, Licensee hereby releases the City and its officers, employees and agents from any and all liability or responsibility (to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise) for any loss or damage to the extent that such loss or damage is covered, or is required to be covered under this Agreement, even if such loss or damage is caused by the fault or negligence of the City or anyone for whom the City may be responsible. Licensee will notify its insurers of this Agreement. For clarity, and without limiting the foregoing, all loss or damage resulting from risks that Licensee is required or has elected to insure shall be subject to this waiver of subrogation.

(e) Licensee expressly understands and agrees that any coverages and limits furnished by Licensee shall in no way limit Licensee's liabilities and responsibilities specified within this Agreement or by law.

(f) Licensee expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by Licensee under this Agreement.

(g) 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.

(h) The City of Chicago, Department of Finance, Office of Risk Management, maintains the right at any time during the Term of this Agreement to change the amounts and types of insurance required hereunder.

(i) If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Agreement, Licensee shall give the City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in Licensee's best judgment may diminish the protection such insurance affords the City. Licensee shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

(j) Licensee shall be responsible for all loss or damage to Licensee's Personal Property (including but not limited to materials, equipment, tools and supplies).

(k) Licensee's failure to procure or maintain required insurance shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance to protect its interest and pay any and all premiums in connection therewith, and recover all monies so paid from Licensee. If the City elects to terminate this Agreement, Licensee agrees to promptly cease all operations and activities under this Agreement and to peacefully surrender the Premises.