

## THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment to the License Agreement dated September 1, 2004 (the "License Agreement") by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter the "Licensor" or "District") and STRIKER'S FOX VALLEY SOCCER CLUB OF KANE COUNTY ILLINOIS, an Illinois not-for-profit corporation, (hereinafter the "Licensee") is entered into this 10<sup>th</sup> day of September, 2024.

### WITNESSETH:

WHEREAS, pursuant to Section 27.01, the parties hereto reserved the right to amend the License Agreement in written form; and

WHEREAS, the parties hereto desire to extend the term of the License Agreement and modify the terms of the license fees charged in regard to this extension of term;

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

1. The parties hereto amend Section 2.10 of the License Agreement by extending the ending date of the License Agreement from its current expiration date of **August 31, 2024 to August 31, 2034** (hereinafter the "extended term").

2. The parties hereto amend Section 4.01 by adding the following license fee amounts to the extended term of the License Agreement:

Term (Beginning in year noted)	Annual License Fee Amount
2024-2028	\$80,000.00
2029-2033	\$85,000.00

The payments for each of such extended term lease years shall be made in equal installments on October 1 and January 1 of each year, beginning on October 1, 2024 for the extended term year of September 1, 2024 to August 31, 2034. For the first five years of the extended term, the amount shall be \$40,000.00 per installment (for two installments). For the second five years of the extended term, the amount shall be \$42,500.00 per installment.

3. The parties hereto amend Section 6.01 Acceptance of Premises; of the License Agreement by adding the following statement: . Licensor shall mow areas adjacent to Kirk Road and shared use areas. Licensee shall be responsible for all landscape maintenance around the building.

4. The parties hereto amend Section 9.01 of the License Agreement by modifying the following language; a. Indemnity Requirements. To the extent permitted by law, upon execution of this Agreement, Licensee shall agree to assume all liability for and protect, indemnify and save Licensor, its agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expenses of suit or action, and reasonable attorneys' fees, for injuries to or death of any person or persons, and loss or damage to the property of any person or persons, whomsoever, including the

parties hereto, and their agents, contractors, subcontractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the License and the operation of the Premises and related activities within and upon the Premises, whether or not due to or arising out of acts of Licensee hereto, or its agents, contractors, subcontracts, officers and employees, or by or in consequence of any negligence, carelessness or willful and wanton conduct in connection with the same or on account of liability or obligation imposed directly or indirectly upon Licensor by reason of any laws of the State of Illinois or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation or providing compensation to any person or persons on account of or arising from the death or injury to employees. Licensee shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, and expenses, including reasonable attorneys' fees, at its sole expense, notwithstanding any of the foregoing, claims, demands, judgments, losses, expenses of suit or action, and reasonable attorneys' fees arising from or on account of the conduct of Licensor, its agents, officers and employees.

5. The parties hereto amend Section 21.01 of the License Agreement by including as Exhibit A the Planned Capital and Maintenance Improvements for the term of this third amendment and hereby acknowledging that these improvements and maintenance shall continue to be at the Licensee's sole expense and may be modified from time to time as necessary and mutually agreeable.

6. In all other respects and except as expressly provided above, the terms and provisions of the License Agreement in its original form shall remain in full force and effect for the remaining original term and the extended term.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

**LICENSOR:**

Forest Preserve District of Kane County

By: \_\_\_\_\_

Christopher Kious  
Its President

Attest:

By: \_\_\_\_\_

Myrna Molina  
Its Secretary

**LICENSEE:**

Striker's Fox Valley Soccer Club

By: \_\_\_\_\_

Pat Feulner  
Its President

Exhibit A

Planned Capital and Maintenance Improvements

(2) Rooftop Air conditioning Units	\$50,000
Steel Doors and Frames-Lower Levels	\$10,000
Concrete Partitions-: lower levels	\$10,000.00
Field turf replacement	\$100,000.00
Annual General maintenance	\$20,000.00
Exterior Walls: South Façade Veneer	\$10,000
Electrical: Main distribution Panel & PP-1	\$70,000

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the \_\_\_\_\_,2024

FOREST PRESERVE DISTRICT  
OF KANE COUNTY

STRIKERS FOX VALLEY SOCCER CLUB

By: \_\_\_\_\_  
Chris Kious, President

By: \_\_\_\_\_  
Pat Feulner, President

Attest:

Attest:

\_\_\_\_\_  
Myrna Molina, Secretary

\_\_\_\_\_  
Secretary