

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE FIRST OPTION TO RENEW THE PRODUCTS SUPPLY AGREEMENT**

**(BSN Sports, LLC)**

This Agreement Exercising the First Option to renew the Products Supply Agreement (“**First Renewal Agreement**”) by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the *Chicago Public Schools* (the “**Board**” or “**CPS**”) and *BSN Sports, LLC*, with offices located at 14460 Varsity Brands Way Farmers Branch, TX, 75244-1200 (“**Vendor**”) is entered into as of this 11/1/2022 (“**Effective Date**”).

**RECITALS:**

- A. The Board and Vendor entered into that certain Products Supply Agreement for a term commencing 11/1/2021 and continuing through 10/31/2022 (“**Original Agreement**”) (authorized by Board Report: 21-0922-PR2), with the Board having one (1) option to renew for a period of one (1) year each.
- B. The Board exercised its first option to renew the Original Agreement, and the parties entered into that certain First Renewal Agreement for a term commencing on November 1, 2022 and continuing through October 31, 2023 pursuant to Board Report 21-0922-PR2 (“**First Renewal Agreement**”). The Original Agreement and the First Renewal Agreement shall be collectively referred to herein as the “**Existing Agreement**”; and
- C. The Board now desires to exercise the First option to renew the Original Agreement upon the terms and conditions as set forth in this First Renewal Agreement, and Vendor accepts this First Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this First Renewal Agreement are collectively referred to as the “**Agreement**”.

**NOW THEREFORE**, in consideration of the foregoing, which are incorporated into and made a part of this First Renewal Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.
- 2. **First Renewal Term:** The term of the First Renewal Agreement shall commence on 11/1/2022 and continue through 10/31/2023 (“**First Renewal Term**”), unless terminated sooner as provided in the Original Agreement.
- 3. **Scope of Services:** During the Renewal Term, Vendor shall continue to provide the Services as set forth and described in the Original Agreement, including **Exhibit A** attached thereto and incorporated therein.
- 4. **Compensation:** During the First Renewal Term, Vendor shall be paid in accordance with the pricing set forth in the Pricing Exhibit attached and incorporated into the Original Agreement as **Exhibit B**. The maximum compensation payable to Vendor during the First Renewal Term shall not exceed the amount stated in the Board Report of \$2,9000,000.00, which is referenced on the signature page of this First Renewal Agreement, as may be amended (“**Maximum Compensation Amount**”). It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. The Board shall not reimburse for any expenses.

Compensation shall be based on actual Services performed during the First Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board.

- 5. **Agreement:** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the First Renewal Term.

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6. **Counterparts and Electronic Signatures:** This First Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

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IN WITNESS WHEREOF, the parties have caused this First Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BOARD OF EDUCATION  
OF THE CITY OF CHICAGO**

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✓

**BSN SPORTS, LLC**

DocuSigned by:  
By: Miguel del Valle  
Miguel del Valle, President

By:   
Name: Chris Bloomfield  
Title: National Bid Director

Date: 08/05/2022

DocuSigned by:  
Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: August 9, 2022

DocuSigned by:  
By: Pedro Martinez  
Pedro Martinez, Chief Executive Officer

Board Report No. 22-0727-PR3

Approved as to Legal Form: EBJ ES ✓

DocuSigned by:  
By: Joseph T. Moriarty  
Joseph T. Moriarty, General Counsel

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**EXHIBIT A-1**

**SCOPE OF SERVICES FOR FIRST RENEWAL TERM:**

**Same as listed in the Original Agreement.**

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**EXHIBIT B-1**

**Max Compensation Amount for First Renewal Term is \$2,900,000.00.**