

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is dated this **1st day of July, 2016**, and is by and between the Board of Trustees of Community College District No. 508 County of Cook and State of Illinois (“Institution”) and **Athletico Management, LLC**. (“Company”).

RECITALS

WHEREAS, Company and Institution entered into this Agreement pursuant to which Company agreed to provide certified athletic training services at six of the seven City Colleges of Chicago;

WHEREAS, the term of this Agreement began on **August 1, 2015** and will expire on **June 30, 2016**;

WHEREAS, Company and Institution desire to amend the Agreement in accordance with the terms and conditions of this First Amendment; and

WHEREAS, Company and Institution desire to amend the Agreement to extend the term of the Agreement to **June 30, 2019** in accordance with the terms and conditions of this Amendment as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and recitals set forth herein and for other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The Agreement is hereby renewed for an additional three (3) years, beginning **July 1, 2016**, and ending **June 30, 2019** (“Renewal Term”).
2. As payment for satisfactory performance of the Services during the Renewal Term, Company shall receive a maximum fee not to exceed **Seven Hundred Fifty Two Thousand and no/100 dollars (\$752,000.00)** for services (“Renewal Term Fee”).
3. Section 9, “Indemnity”, is hereby deleted in its entirety and replaced with the following:

Indemnity. Notwithstanding any other terms and conditions in this agreement, including any obligations regarding insurance coverage, each party agrees to defend, indemnify, save and hold harmless fully the other party, its Board of Trustees, agents, officers, students, volunteers, contractors and employees against any and all claims, suits or judgments, costs or expenses, including attorney’s reasonable fees, (collectively “Loss”) in connection with this Agreement. This

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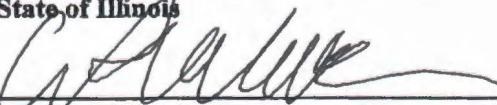
indemnification obligation does not extend to the portion of a Loss caused by either parties' negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order.

4. Except as amended hereby, the Agreement is hereby ratified and confirmed and shall continue in full force and effect.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
6. This Amendment shall be effective on the last date of signature.

IN WITNESS WHEREOF, the parties hereunder have executed this First Amendment to Agreement on the date first above written.

Board of Trustees of Community
College District No. 508, County of Cook
and State of Illinois

By:


Charles R. Middleton
Board Chair

Date:

7-27-16

Athletico Management, LLC

By:


Name: Jason Barnack

Title:

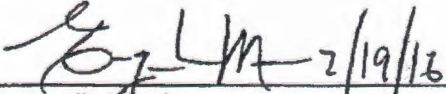
VICE PRESIDENT - OUTREACH

Date:

7/22/16

APPROVED AS TO LEGAL FORM:

By:


Eugene L. Munin
General Counsel