

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is made effective as of the Effective Time (as defined below), notwithstanding the actual date of execution hereof, by and between the following parties:

Assignor: Metro Chicago Youth for Christ, Inc.  
(hereinafter referred to as "**Assignor**");

Assignee: South Pointe Youth for Christ, Inc.  
(hereinafter referred to as "**Assignee**"); and

Third Party: Village of Arlington Heights  
(hereinafter referred to as "**Third Party**")

### WITNESSETH:

WHEREAS, Third Party and Assignor are parties to that certain Amendment to the Lease Agreement, undated, between the Village of Arlington Heights and Metro Chicago Youth for Christ, Inc. (the "**Arlington Heights Teen Center Lease**");

WHEREAS, Assignee proposes to acquire all or substantially all of the assets of the Assignor, including, among other things, the Arlington Heights Teen Center Lease, in connection with the dissolution of Assignor (the "**Dissolution**");

WHEREAS, in connection with Dissolution, Assignor desires to transfer, assign and delegate to Assignee all of Assignor's right, title, interest and duties in and to the Arlington Heights Teen Center Lease and Assignee desires to accept such assignment and to assume the obligations and liabilities of Assignor under the Arlington Heights Teen Center Lease pursuant to the terms of this Agreement; and

WHEREAS, the terms of the Arlington Heights Teen Center Lease provide that no assignment of Assignor's rights in and to the Arlington Heights Teen Center Lease shall be effective without the prior written consent of Third Party.

NOW, THEREFORE, in consideration of the foregoing premises and the following mutual promises, covenants, representations and agreements contained herein, the adequacy of which is hereby acknowledged:

(A) Assignor and Third Party agree, represent, and certify as follows:

1. Assignor and Third Party agree that they are parties to the Arlington Heights Teen Center Lease and that a true, correct and complete copy of the Arlington Heights Teen Center Lease is attached as Exhibit A hereto.
2. The Arlington Heights Teen Center Lease is in full force and effect and has not been modified, amended, added to, assigned, pledged, hypothecated or changed in

any manner whatsoever except for those amendments attached to the Arlington Heights Teen Center Lease attached as Exhibit A hereto.

3. The Arlington Heights Teen Center Lease constitutes the entire agreement between Assignor and Third Party with respect to the matters addressed therein.
4. Except as otherwise provided in this paragraph, to the best knowledge of Assignor and Third Party, neither Assignor nor Third Party is in default under any of the terms, covenants, or conditions of the Arlington Heights Teen Center Lease and no event has occurred which with the passage of time or the giving of notice, or both, that would constitute a default by the Assignor or Third Party under the Arlington Heights Teen Center Lease. Neither the Assignor nor Third Party has commenced any action nor has given or received any notice for the purpose of terminating the Arlington Heights Teen Center Lease.

(B) Assignor, Third Party and Assignee agree as follows:

1. Assignor hereby assigns unto Assignee, effective as of the Effective Time, the Arlington Heights Teen Center Lease and all of Assignor's rights, title and interest thereunder, and hereby delegates all of Assignor's duties and obligations in, to and under the Arlington Heights Teen Center Lease as of the Effective Time hereof.
2. Assignee hereby assumes the Arlington Heights Teen Center Lease and covenants and agrees effective as of the Effective Time, to observe, pay, perform, and discharge all obligations and liabilities imposed upon Assignor under the Arlington Heights Teen Center Lease.
3. Third Party hereby consents and agrees to the assignment of the Arlington Heights Teen Center Lease from Assignor to Assignee as of the Effective Time.
4. Assignor's current address is as stated above and all further communication delivered pursuant to the Arlington Heights Teen Center Lease shall be delivered to said Assignor's address.
5. Assignee's current address is as stated above and all further communication delivered pursuant to the Arlington Heights Teen Center Lease shall be delivered to said Assignee's address.
6. Third Party's current address is as stated above and all further communication delivered pursuant to the Arlington Heights Teen Center Lease shall be delivered to said Third Party's address.

This Assignment and Assumption Agreement shall become effective at the time of the Dissolution (the "**Effective Time**").

This Agreement may be executed in multiple counterparts and shall be legal and binding upon the parties hereto the same as if each and every named party executed all counterparts. If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, in whole

or in part, or in any respect, then such provision or provisions only will be deemed to be null and void and of no force or effect and will not affect any other provision of this Agreement, and the remaining provisions of this Agreement will remain operative and in full force and effect and will in no way be affected, prejudiced or disturbed.

A facsimile of this Agreement shall be legal and binding the same as an originally executed version hereof. This Agreement is binding upon and shall inure to the benefit of Assignor, Assignee and Third Party, their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement effective as of the Effective Time.

**ASSIGNOR:**

METRO CHICAGO YOUTH FOR CHRIST, INC.

By: *N.M. Blaker Jr.*  
Name: *Ken Blaker Jr.*  
Title: *Band Chair*

**ASSIGNEE:**

SOUTH POINTE YOUTH FOR CHRIST, INC.

By: *BC Huebner*  
Name: *Barry C Huebner*  
Title: *Chairman*

**THIRD PARTY:**

VILLAGE OF ARLINGTON HEIGHTS

By: \_\_\_\_\_  
Name: Thomas W. Hayes  
Title: Village President

**EXHIBIT A**

Arlington Heights Teen Center Lease

(Please see attached).

## LEASE AGREEMENT

THIS Lease Agreement ("Lease") is made and effective this 16 day of Aug., 2011 between Metro Chicago Youth for Christ, Inc., an Illinois not-for-profit corporation ("MCYFC") and the Village of Arlington Heights, a municipal corporation ("Village").

WHEREAS, the Village owns the property located at 112 N. Belmont, Arlington Heights, IL ("Site");

WHEREAS, MCYFC desires to lease the Site from the Village for use as a Campus Life operation. A Campus Life facility is one aimed at providing a center for middle school and high school students to gather after school with adult supervision and some organized activities,

NOW, THEREFORE, in consideration of the terms, conditions and fees set forth, the Village and MCYFC agree as follows:

1. Village will lease to MCYFC the Site for the purposes set forth above in an AS IS condition, including all contents. A list of the major contents is attached to this Lease. Should MCYFC desire to make any modifications to the Site, including painting, MCYFC shall request consent from the Village in writing and, where reasonably required by Village, plans must be submitted to the Village for approval. No modification to the Site may be made without the written approval of the Village. Notwithstanding the foregoing, the hanging of pictures, etc. on the walls is permitted without prior written approval.
2. The initial term of this Lease shall for three years (the "Initial Term"), commencing on the date set forth above. The Lease will continue for subsequent three year periods unless either party notifies the other party in writing of their intent to terminate this Lease. Such written notice must be given to the other party not less than 110 days prior to the expiration of the then-current term.
3. MCYFC will pay the Village rent of \$700 per month, due on or before the 15<sup>th</sup> of each month, for the Site during the term of the Agreement. Not less than 120 days prior to the expiration of each three year term, the Village will notify MCYFC of any planned increase in the rent.
4. The Village will be responsible for the annual preventative maintenance costs for the HVAC system, elevators, fire alarms, and burglar alarms, as well as landscaping costs. MCYFC shall be responsible for all other costs, including gas, electricity, telephone, water, custodial service and snow removal. In addition, MCYFC shall ensure that snow and ice are removed from all paved areas of the Site.
5. MCYFC shall use commercially reasonable efforts to keep the Site clean and in good condition and repair and shall provide routine maintenance to the interior portions of the Site, including repairing any damage arising from MCYFC's use of the Site, as well as the items listed in Attachment 1. The Village shall, at its sole cost and expense, maintain the structural portions of the Site, the roof and roofing, HVAC and other building systems, alarm systems and all exterior maintenance including

landscape maintenance. Notwithstanding anything herein to the contrary, the parties hereto agree that in no case shall MCYFC be required to make any capital improvements or replacement to the Site or any of its systems, facilities or improvements.

6. MCYFC will not permit any nuisance at the Site. MCYFC will comply with all laws, ordinances and regulations respecting its business. MCYFC shall not allow the Site to become subject to any lien, charge, or encumbrance caused by MCYFC and to indemnify Village against all such liens, charges or encumbrances.

7. MCYFC agrees that the Village shall not be liable for any failure or interruption in furnishing any utility or service nor shall any such failure or interruption be considered an eviction or disturbance of MCYFC's use of the Site or relieve MCYFC from its obligation to pay the monthly charge when due or any other obligation of MCYFC under this Lease, unless the interruption is due to the Village's action or inaction.

8. MCYFC shall insure the Site and all improvements against loss or damage by any perils normally covered by a standard broad form all-risk property insurance policy in an amount equal to the full replacement value.

MCYFC shall maintain commercial general public liability insurance against claims for bodily injury, death or property damage occurring in or on the premises to afford protection to the minimum limit of \$2,000,000 for any bodily injury, death, or property damage. MCYFC shall name Village as an additional insured on its liability policy, and as an additional insured and loss payee on its property policy.

Prior to occupancy of the Site, MCYFC shall provide the Village a certificate of insurance stating the name of the insurer and insured, the amount of insurance carried, the coverages provided, the expiration date of the policies, and that date to which premiums have been paid. The certificate shall require the insurer to give at least 30 days prior written notice to Village before changing or cancelling the policies. MCYFC shall deliver a replacement certificate to Village not less than 30 days prior to the expiration of the current certificate.

MCYFC's insurance shall be placed with reputable and solvent insurance carriers having at least an A VII rating as defined in Best's Key Rating Guide.

9. If MCYFC fails to maintain any insurance which MCYFC is required to maintain pursuant to this Lease, then MCYFC shall be liable to the Village for any loss or costs resulting from the failure to maintain such insurance.

10. MCYFC will obtain all necessary zoning and permits needed to conduct its operations under the terms of this Lease. MCYFC shall have the right to install all signs allowed by law, upon receipt of the proper permits for such signs.

11. The Village reserves the right to show or inspect the Site at reasonable times and to take any action the Village deems reasonable in connection with the operation, maintenance, or preservation of the Site.

12. This Lease may be terminated by either party hereto upon 110 days prior written notice to the other party of its intent to terminate the Lease, unless a material casualty has occurred at the Site, in which case either party may terminate this Lease upon 30 days from the date of such casualty. As used herein, the term "major casualty" shall mean any fire or other casualty to the site which renders it unfeasible or impossible for MCYFC's continued use, as determined by MCYFC in its reasonable discretion.

13. If MCYFC terminates this Lease for any reason other than casualty, then, at the Village's request, MCYFC will return the Site to the condition it was in at the beginning of the Lease, including the return of all property in the Site, with reasonable wear and tear accepted. If MCYFC intends to close its operation for any reason, absent emergency, it shall notify the Village in writing 60 days prior to shutting down. If MCYFC must shut down as a result of an emergency, it shall notify the Village as soon as possible of the shut down, the reason for the shut down and the anticipated duration. The Village may terminate the Lease immediately if MCYFC closes for seven consecutive unplanned days, absent force majeure and without reasonable cause, and fails to reopen within thirty days after receiving written notice from the Village.

14. The occurrence of any of the following shall constitute an event of default by MCYFC of this Lease: 1) failure to pay the monthly charge within 30 days after the date it is due, 2) transfer of MCYFC's rights under this Lease without obtaining the Village's prior written consent, 3) failure to maintain any required insurance, or 4) failure to perform any other obligation under this Lease, when such failure is not cured within 30 days after receipt of written notice from the Village; provided, however, that if the failure cannot reasonably be cured within the 30-day period, MCYFC shall be allowed such additional time (not to exceed 60 days) as it reasonably necessary to cure such failure so long as 1) MCYFC begins to cure the failure within ten days and 2) MCYFC diligently pursues a course of action that will cure the failure and bring MCYFC back into compliance with this Lease.

15. Upon termination of the Lease for any reason, MCYFC agrees to vacate the Site and remove all its equipment, and return all keys. If the MCYFC fails to remove all its property by the termination date, then the Village may remove the property following 30 days notice and opportunity to cure. In such case, the property will be deemed abandoned and will be disposed of in accordance with State law. The actual reasonable cost of removal and storage will be paid by the MCYFC.

16. MCYFC agrees to indemnify and hold harmless the Village, its officers, agents and employees from any and all liability losses or damages including reasonable attorney's fees and costs of defense the Village may suffer in any way resulting from or arising out of the use or operations of MCYFC or its agents or assigns at the Site under this Lease and MCYFC will, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments will be rendered against the Village in any such action, MCYFC will, at its own expense, satisfy and discharge the same except that MCYFC will not defend, indemnify, and/or save harmless the Village from and against the Village's own negligence or willful misconduct.



17. If any provision of this Lease is invalid, illegal, or unenforceable, that provision will be severable from the rest of this Lease and the validity, legality, or enforceability of the remaining provisions will not in any way be affected or impaired.

18. If MCYFC fails to fulfill any of its obligations under this Lease following written notice to MCYFC and a reasonable opportunity to cure, Village's obligations under the Agreement will cease immediately.

19. All notices must be in writing and sent by certified mail or reputable overnight carrier, postage prepaid to the address of the party set forth below:

William C. Dixon  
Village of Arlington Heights  
Village Manager  
33 S. Arlington Hts. Road  
Arlington Heights, IL 60005

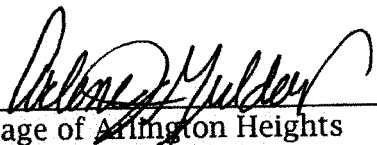
Rick Selk  
Metro Chicago Youth for Christ  
Executive Director  
324 East Roosevelt Road  
Wheaton, IL 60187

20. All amendments to this Lease must be in writing and signed by both parties.

21. This Lease will be governed by the laws of the State of Illinois.

22. MCYFC will not assign this Lease or any part thereof to any other person, firm or corporation without the written consent of the Village.

IN WITNESS WHEREOF, the parties hereof have executed this Lease the day and year first written above.

  
Village of Arlington Heights

President  
Title

8/15/11  
Date

  
Metro Chicago Youth for Christ

Executive Director/CEO  
Title

8.15.11  
Date

**AMENDMENT TO THE LEASE AGREEMENT BETWEEN  
THE VILLAGE OF ARLINGTON HEIGHTS AND  
METRO CHICAGO YOUTH FOR CHRIST, INC.**

**THIS AMENDMENT TO A LEASE AGREEMENT** ("Lease") is entered into by and between the Village of Arlington Heights ("Village") and Metro Chicago Youth for Christ, Inc. ("MCYFC") (collectively, the "Parties").

**WHEREAS**, the Parties entered into a Lease in August 2011 for the Village-owned property located at 112 N. Belmont, Arlington Heights, IL ("Site"); and

**WHEREAS**, the Parties desire to amend the Lease,

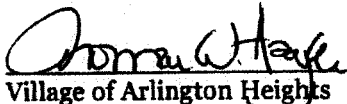
**NOW THEREFORE**, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Lease as follows:

**SECTION ONE:** Paragraph 22 of the Lease is amended as set forth below, by deleting the paragraph in its entirety and replacing it with the paragraph set forth below:

22. MCYFC shall not assign this Lease or sublease the Site or any part thereof, or permit occupancy by anyone without the prior written consent of the Village, which may be granted or denied in the Village's sole discretion. If the Village grants a request to sublease any or all of the Site, as a condition of that approval MCYFC shall require the sublessee to provide proof of insurance in such amounts as determined appropriate by the Village, naming the Village as an additional insured, and an indemnification, holding the Village harmless for any claims that arise as result of the sublessee's use of the Site.

**SECTION TWO:** Except as modified herein, all other provisions of the Lease remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as set forth below.

  
Village of Arlington Heights

Village President  
Title

5/19/14  
Date

  
Metro Chicago Youth for Christ

Teen Center Director  
Title

05/12/14  
Date