

EXTENSION OF RESTATED FACILITIES USE AGREEMENT

This Extension of Restated Facilities Use Agreement is made as of the last date written below by and between the Board of Education of Avoca School District No. 37 ("Avoca") and One Hope United, an Illinois non-profit corporation f/k/a Kids Hope United ("One Hope").

WITNESSETH:

WHEREAS, Avoca and One Hope previously entered into a Restated Facilities Use Agreement dated June 23, 2016, a copy of which is attached hereto as Exhibit A ("Agreement") for the use of certain real property located at 235 Beech Drive, Glenview, Illinois, 60025 ("Property"); and

WHEREAS, Avoca and One Hope now desire to extend the term of the Agreement beyond June, 2018 in accordance with the mutual covenants and conditions set forth herein.

AGREEMENT:

1. **Term.** The term of the Agreement is hereby extended so that the term shall now terminate in June, 2023 in accordance with the terms of the Agreement ("Extension Term").
2. **License Fee.** The License Fee during the Extension Term shall follow the same escalation formula contained in Section 4 of the Agreement.
3. **Additional Terms.** All remaining terms from the original Agreement shall remain in full force and effect during the Extension Term.

IN WITNESS WHEREOF, Avoca and One Hope have executed this Extension of Restated Facilities Use Agreement on the last date written below.

ONE HOPE UNITED

**BOARD OF EDUCATION OF
AVOCA SCHOOL DISTRICT NO. 37
COOK COUNTY, ILLINOIS**

By: _____

By: _____

Its: _____

Its: President _____

Date: _____

Date: _____

ATTEST:

By: _____
Secretary

Date: _____

RESTATED FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT ("Agreement") made this 23rd day of June, 2016, by and between the BOARD OF EDUCATION OF AVOCA SCHOOL DISTRICT NO. 37, a body politic and corporate (hereinafter referred to as "Avoca"), with offices at 2921 Illinois Road, Wilmette, IL 60091, and ONE HOPE UNITED, an Illinois Not-for-Profit Corporation (f/k/a Kids Hope United) (hereinafter referred to as "One Hope") restates in full and replaces the previous Facilities Use Agreement between the parties for the same premises entered into on March 19, 2009 and amended April 30, 2009.

WITNESSETH:

WHEREAS, Avoca is owner of the Avoca West School, 235 Beech Drive, Glenview, Illinois 60025 (the "Property"); and

WHEREAS, Avoca and One Hope previously entered into a Facilities Use Agreement for the Premises (defined below), dated March 19, 2009 and amended April 30, 2009; and

WHEREAS, One Hope's need for use of the Premises has decreased in that it will no longer offer a summer camp program on the Premises; and

WHEREAS, Avoca desires to continue to permit the use of Premises of the Avoca West School to One Hope for the purposes of operating before-school and after school programs; and

WHEREAS, the parties further desire to enter into a restated and modified written agreement defining their rights, duties and liabilities with respect to said Premises.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, it is agreed by the parties hereto as follows:

AGREEMENT:

1. **Premises & Periods of Use.** Avoca hereby grants to One Hope a license for continued use of those portions of the Avoca West school building located at 235 Beech Drive, Glenview, IL 60025, and described as "Rooms" in Exhibit A ("Premises") for the entire Avoca school year, and for one week prior to the start of the school year and for one week after the end of the school year. For the term of this Agreement, and during the period of use described above, One Hope shall be entitled to use the Premises, and the surrounding grounds and

common areas that are necessary for the use of and access to the Premises. One Hope shall be entitled to the exclusive use of the Premises for those time periods identified in Exhibit A. The Parties agree that the Premises are subject to change on a year-to-year basis, in accordance with the needs of Avoca and One Hope. Any change made to the portions of the school building identified as the Premises shall be agreed upon in writing by the Parties, and incorporated into this Agreement and subject to the terms of this Agreement. Notwithstanding statements or inferences to the contrary stated herein, during the term of this Agreement One Hope shall be allowed to store its equipment and materials on the Premises during the period of non-use (summer vacation).

2. Calendar and Schedule - Prior to the commencement of each school year, One Hope shall submit to Avoca a calendar and schedule detailing proposed dates and times that One Hope wishes to use the Premises for the ensuing school year and summer, which schedule shall be subject to the reasonable approval of Avoca. The approved calendar and schedule detailing proposed dates and times that One Hope will use the Premises shall be incorporated into this Agreement. Notwithstanding any prior approval of the calendar and schedule, Avoca reserves the right to modify the approved calendar and schedule at any time.

3. Term - The term of this Agreement shall commence upon the date of this Agreement and shall terminate one week after the end of the school year in June of 2018, provided that the Agreement is not terminated sooner pursuant to the terms of this Agreement. Upon termination of this Agreement by expiration of time or otherwise, or upon any termination of One Hope's right to possession without termination of this Agreement, One Hope shall immediately surrender possession of and vacate the Premises.

4. License Fee. A monthly license fee in the amount of \$3,140.50, adjusted according to the terms below, shall be payable by One Hope to Avoca for use of the Premises ("Monthly License Fee"). The Monthly License Fee of \$3,140.50 shall be payable by One Hope only for the months of September through December, 2016 (4 months). The Monthly License Fee shall be adjusted to \$2,868.10, effective January 2017, and increased at that same time in accordance with the percentage change in the National Consumer Price Index for All Urban Consumers ("Applicable CPI") from the second most previous December to the immediately

preceding December, in the same manner as the Illinois Property Tax Extension Limitation Law ("PTELL"). To reiterate, the Monthly License Fee will be \$2,868.10 plus the applicable CPI, and be payable for the months of January 2017 through June 2017, with no Monthly License Fee due for July 2017 and August 2017, and then payable again for September 2017 through December 2017. The Monthly license fee shall likewise increase on January 1, 2018 in the same manner and payable for the months of January 2018 through June 2018. The Monthly License Fee is due and payable at AVOCA'S address as set forth herein on the 1st of each month.

5. Late Payments. One Hope shall make Monthly License Fee payments to Avoca on the first day of each month. One Hope acknowledges that the late payment by One Hope to Avoca of any Monthly License Fee or other sums due under this Agreement will cause Avoca to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Therefore, if any Monthly License Fee or other sum due from One Hope is not received when due, One Hope shall pay to Avoca no later than ten (10) calendar days after the Monthly License Fee an additional sum equal to five percent (5%) of such overdue payment. In addition to such late charge, all such delinquent Monthly License Fee or other sums due to Avoca, including the late charge shall bear interest beginning on the date such payment was due at the then maximum lawful rate permitted to be charged by Avoca. Any notice period set forth within this Agreement does not apply to the foregoing late charges and interest. If payments of any kind are returned for insufficient funds, One Hope shall pay to Avoca an additional handling charge of \$50.00.

6. Security Deposit. One Hope has paid to Avoca One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) which Avoca shall retain as security for the faithful performance of all terms and conditions of this Agreement. In no event shall Avoca be obligated to apply the deposit to Monthly License Fees or other charges in arrears or to damages for failure to perform the terms and conditions of this Agreement by One Hope. Application of the security deposit sum to the arrears of Monthly License Fee payments or damages shall be the option of Avoca, and the right to possession of the Premises by Avoca for non-payment of Monthly License Fee or for any other reason shall not in any event be affected by this security deposit or its application or non-application by Avoca. The security deposit is to be returned to

One Hope when this Agreement is terminated, according to the terms of this Agreement, if not applied toward the payment of Monthly License Fee because of any breach of the terms and conditions of this Agreement by One Hope or applied to or held for damages as provided herein. In no event is the security deposit to be returned until One Hope has vacated the Premises and delivered possession to Avoca as required under the terms of the Agreement. In the event of default by One Hope hereunder, Avoca may, but need not, apply the security deposit to all damages incurred by Avoca by reason of such default as of the date One Hope vacates the Premises, and may retain the balance of the security deposit to apply to damages that may accrue or be incurred by Avoca thereafter by reason of the default of One Hope.

7. Use. The Premises shall be used only for the purposes of operating a before-school and after-school program. One Hope shall not permit the Premises to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous. One Hope shall not use or occupy the Premises, or permit the Premises to be used or occupied contrary to any applicable statute, rule, order, ordinance, requirement or regulation, or in any manner which would violate any certificate of occupancy affecting the Premises, or which would cause structural injury to the improvements, or cause the value or usefulness of the Premises or any part thereof to diminish, or which would constitute a public or private nuisance or waste.

8. Utilities, Maintenance and Repair. Avoca shall provide daily cleaning of the Premises to such extent as Avoca may determine appropriate, and all utilities, including electricity, gas, water and sewer service, landscaping, and snowplowing of driveways, walkways, and parking lots for the Premises. Avoca shall be responsible for major malfunctions or mechanical systems not attributable to One Hope's acts or omissions. Avoca shall provide for routine maintenance and repair of all interior and exterior facilities and fixtures on the Premises only, and daily operation and routine and proper maintenance of all mechanical systems. Avoca will not provide full-time custodial service, or any custodial service other than daily cleaning as described above. One Hope may contract for such additional cleaning or custodial service as it may require.

9. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture of the parties hereto, it being understood and agreed that no provision contained in this Agreement, nor any acts of the Parties hereto shall be deemed to create any relationship other than the relationship of Premises Owner and Premises User.

10. Government Regulations. One Hope shall at its sole cost and expense comply with all requirements of state, federal and local regulatory authorities with respect to its use of the Premises and shall promptly obtain and maintain at its expense and at all times any required licenses, certificates or variations of the zoning laws provided, however, that Avoca shall be responsible for compliance with the life safety requirements of the Illinois School Code and such other laws as may be applicable to Avoca, including the Asbestos Hazardous Emergency Relief Act. Avoca will make reports under such Act available to One Hope during regular business hours upon request of One Hope. Should One Hope be found to be in violation of the requirements of any state, federal or local regulation or law, with respect to its use of the Premises, within thirty (30) days or such reasonable extension of time as is mutually agreed upon, this Agreement shall terminate at Avoca's discretion upon ten days' notice from Avoca. Avoca makes no representations to One Hope with respect to, and shall not be obligated to alter or in any way improve or repair the Premises in order to meet any code or regulatory requirements necessary for One Hope to operate and conduct business on the Premises for One Hope's intended purpose

11. Alterations. One Hope shall not make any alterations or additions to the premises without Avoca's prior written consent. If Avoca shall consent to said alterations or additions, then such alterations or improvements shall be in accordance with the terms of a separate written agreement executed by Avoca and One Hope and governing the terms thereof.

12. Title Encumbrances, Liens, and Right to Contest. One Hope shall not commit any act which shall in any way encumber the title of Avoca in and to the Premises, nor shall the interest or estate of Avoca in the Premises be in any way subject to any claim by way of lien or

encumbrance, whether by operation of law or by virtue of any express or implied contract by One Hope.

13. Limitation of Liability. Any and all liability of Avoca to One Hope related to this Agreement shall not exceed the amount of Monthly License Fee paid in any given year by One Hope pursuant to the terms of this Agreement.

14. Hold Harmless. One Hope hereby agrees to defend, indemnify and hold Avoca, Avoca's Board, officers, administrators, employees, and agents, and their successors and assigns, harmless from and against any and all claims, demands, liabilities, injuries, damages, loss, expense, actions, or causes of action whatsoever while in, upon, or about the Premises during the term of this Agreement, except if attributable to Avoca's sole negligence. One Hope shall pay all costs and expenses including attorney's fees, which may be incurred by or imposed on Avoca either in enforcing the terms of this Agreement or in any litigation for which One Hope is obligated to indemnify Avoca pursuant to this paragraph.

Avoca hereby agrees to defend, indemnify and hold One Hope, One Hope's officers, employees, and agents, their successors and assigns harmless from any and all claims or demands for loss of, or damage to, property or for injury or death to any person resulting from acts for which Avoca would otherwise be legally accountable, while in, upon, or about the Premises during the term of this Agreement, except if attributable to One Hope's sole negligence. Avoca shall pay all costs and expenses including attorney's fees which may be incurred by or imposed on One Hope either in enforcing the terms of this Agreement or in any litigation for which Avoca is obligated to indemnify One Hope pursuant to this paragraph.

15. Waiver of Claims. One Hope hereby waives all claims it may have against Avoca for damage or injury to person or property sustained by One Hope or any persons claiming through One Hope or by any occupancy of the Premises or any of its improvements, equipment or appurtenances needing repair, or resulting from any accident on or about the real estate or resulting directly or indirectly from any act or neglect of any occupant of any part of the real estate or of any other person, including Avoca to the extent permitted by law. This waiver of certain claims shall include, but shall not be limited to, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking of

pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of One Hope or of other tenants, or occupants of any part of the Premises or any person, including Avoca to the extent permitted by law, and whether such damage be caused by or result from anything or circumstance above mentioned or referred to or to any other thing or circumstance whether of a like nature or of a wholly different nature.

All personal property belonging to One Hope, or any occupant of the Premises, that is in or on any part of the Premises shall be there at the risk of the One Hope or of such other occupant only, and Avoca shall not be liable for any damage thereto or for the theft or misappropriation thereof.

16. No Waiver or Claims by AVOCA. No delay or omission by Avoca to exercise any right or power arising from any default by One Hope of its responsibilities and obligations in this Agreement shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence therein by the Avoca.

No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as waiver, acquiescence in or consent to any further or succeeding breach of the same or other covenants. No express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

The acceptance by Avoca of any payment of Monthly License Fee or other charges arising from the occupation of the Premises by One Hope after termination by Avoca of this Agreement or of One Hope's right to possession of the Premises shall not, in the absence of agreement in writing to the contrary by the School District, be deemed to restore this Agreement or One Hope's right to possession of the Premises, as the case may be, but shall be construed as payment on account, and not in satisfaction of damages due from One Hope to the Avoca.

17. Insurance. One Hope shall comply with the insurance requirement set forth in Exhibit B.

18. Rules and Regulations. Avoca reserves the right to promulgate and to modify such reasonable rules and regulations as in its judgment may from time to time be needed for

the safety, care, cleanliness and well-being of the Premises and for the preservation of good order therein. Such rules and regulations shall be binding upon One Hope with the same force and effect as if they had been inserted herein at the time of the execution of this Agreement.

19. Untenantable Damage to Premises. If the premises or the building are made untenantable by fire or other casualty, Avoca shall give notice to One Hope within ninety (90) days after the date of the fire or other casualty that Avoca has decided either (1) to terminate this Agreement as of the date of the fire or casualty, or (2) to investigate the feasibility of repair, restoration, or rehabilitation of the premises at its expense. If Avoca decides to investigate the feasibility of repair, restoration, or rehabilitation of the premises, Avoca shall provide One Hope written notice of its decision and One Hope shall notify Avoca within 30 (thirty) days of said notice of its intent to occupy any such restored premises or to terminate the Agreement in the event of termination of the Agreement pursuant this Section, Monthly License Fee shall be apportioned on a per diem basis and be paid to the date of said fire or other casualty. Avoca shall have the right, but not the obligation, to make available suitable facilities to One Hope during the period of untenantability.

20. Storage. If on termination of this Agreement, by expiration or otherwise, One Hope shall fail to remove any of its property from the Premises, Avoca may, at its option, either (a) cause such property to be removed and placed in storage for the account of and at the expense of One Hope, or (b) sell such property at public or private sale with notice, and apply the proceeds thereof, after payment of all expense of removal, storage and sale, to the indebtedness, if any, of One Hope to Avoca, the overage, if any, to be paid to One Hope upon demand.

21. Sublet and Assignment. One Hope shall not sublet or enter into any other agreement for the use of the Premises or any part thereof, nor assign this Agreement, without prior written consent of Avoca.

22. Cure of ONE HOPE's default. Avoca may, but shall not be obligated to, cure at any time, upon ten days' written notice to One Hope, any uncured default by One Hope under this Agreement, and whenever Avoca so elects, all costs and expenses incurred, including attorney's fees, shall be paid by One Hope to Avoca as Additional Monthly License Fee

hereunder on the date the next installment of Monthly License Fee becomes due following service of written demand for payment of such Additional Monthly License Fee by Avoca upon One Hope.

23. Care of Premises. One Hope accepts the Premises as being clean and in good repair. One Hope shall be responsible for all damages done to any of Avoca's furniture, fixtures and equipment left on said Premises for use by One Hope, ordinary wear and tear excepted. One Hope shall also be responsible for any and all damage done to the Premises by One Hope, its employees, agents, or invitees, and One Hope shall promptly reimburse Avoca for the full cost of repair of all such damages or replacement. One Hope shall return the Premises, including the building, fixtures and equipment located therein or thereon to Avoca at the termination of this Agreement in good condition, with reasonable wear and tear and damage by fire and other casualty excepted.

24. Information Signs. One Hope shall have the right to place information signs in or about the Premises. Avoca reserves the right to approve the placement, size and content of said signs.

25. Defaults by ONE HOPE and Remedies. One Hope agrees that any one or more of the following events shall be considered events of default as said term is used hererin:

(a) One Hope shall be adjudged a bankrupt, or a decree or order approving, as properly filed, a petition or answer asking reorganization of One Hope under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State.

(b) One Hope shall file or submit to the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy. or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended, or One Hope shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of One Hope under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(c) One Hope shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for One Hope or any of the property of One Hope; or

(d) A decree or order appointing a receiver of the property of One Hope shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; or

(e) One Hope shall vacate the premises or abandon the same during the term hereof; or

(f) One Hope shall default in the payments of Monthly License Fee or Additional Monthly License Fee or any other payments required to be made by One Hope hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof is given in writing to One Hope; or

(g) One Hope shall default in any of the covenants and agreements herein contained to be kept, observed and performed by One Hope, and such default shall continue for fifteen (15) days after notice thereof is given in writing to One Hope; or

(h) One Hope, in the sole opinion of Avoca, shall fail to adequately supervise One Hope's before-school or after-school participants. However, before terminating pursuant to this Paragraph 25(h), Avoca shall provide One Hope with a 10-day written notice to cure the supervisory issues identified in the notice.

Upon the occurrence of any one or more of such events of default, Avoca may, but shall not be obligated to, terminate this Agreement, or, at Avoca's sole option, terminate One Hope's right to possession of the Premises hereunder without terminating this Agreement, and enter the said Premises with process of law, to expel remove and put out One Hope and all persons occupying said Premises under One Hope, using such force as may be necessary in so doing, and the said Premises, again to repossess and enjoy as in their first and former estate, without such re-entry and repossession working a forfeiture of all or any portion of the Monthly License Fee or Additional Monthly License Fee to be paid or the covenants to be performed by One Hope during the full term of this Agreement.

The foregoing provisions for the termination of this Agreement or of One Hope's right to possession of the Premises hereunder for any default in any of its covenants, shall not operate to exclude or suspend any other remedy of Avoca for breach of any of said covenants or for the recovery of all or any portion of said Monthly License Fee or Additional Monthly License Fee or any advance of Avoca made thereon, and in the event of the termination of this Agreement or of One Hope's right to possession as aforesaid, One Hope agrees to indemnify and save harmless Avoca from any loss arising from such termination and re-entry in pursuance thereof, and to that end One Hope agrees to pay Avoca after such termination and re-entry and upon demand, all expenses of re-letting, including, without limiting the generality of the foregoing, the reasonable costs of decorating and restoring the premises and Avoca's attorney's fees, plus, at the end of each month of the term, the difference between the net income actually received by AVOCA from said premises during such month and the Monthly License Fee agreed to be paid by the terms of this Agreement during such month.

26. Estoppel. In the event Avoca serves a notice upon One Hope requesting that One Hope itemize in writing to Avoca any and all defaults by Avoca hereunder, One Hope shall be estopped from asserting any defaults by Avoca not so itemized and served upon Avoca by written notice within ten days after service of such Avoca's notice upon One Hope.

27. Termination. Avoca and One Hope shall each have the absolute right, exercisable in their sole discretion, to terminate this Agreement by service of a notice of such termination to the other Party at least twelve calendar months prior to the effective date of such termination.

28. Notices. In the event notice is to be given by either party to the other, such notice may be given by an authorized representative at any time by an instrument in writing personally delivered to the party to receive such notice or dispatched by registered or certified mail, with postage fully prepaid thereon, to such party at its business address as set forth herein effective upon mailing.

29. Total Agreement. This Agreement contains the entire agreement between the parties and cannot be modified or terminated except by a written instrument subsequently executed by the parties hereto. This Agreement and all terms and conditions herein shall apply

to, be binding upon and inure to the heirs, legal representatives, successors, and assigns of both parties.

30. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

31. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and each individual term and provision shall be valid and be enforced to the fullest extent permitted by law.

32. Taxes. The Premises are currently exempt from general real estate taxes by reason of the exemption accorded school property used for school purposes under Section 15-35 of the Property Tax Code, 35 ILCS 200/15-35 (2008). In the event that any real estate taxes or special assessments shall become due as a result of One Hope's occupancy of the Premises or during the term of the Agreement as may be extended from time to time, then One Hope agrees to pay said real estate taxes or special assessments promptly when due and said taxes or assessments shall constitute Additional Monthly License Fee hereunder due and payable upon the first day of the first calendar month after such real estate tax bill has been issued or such special assessment has been levied. One Hope further agrees to indemnify and hold Avoca harmless from any special assessment, real estate or leasehold tax lawfully imposed with respect to the Premises or this Agreement by reason of the use of activities conducted from the Premises by One Hope or anyone using the Premises under One Hope. One Hope, upon payment to Avoca of such Additional Monthly License Fee, reserves the right to Judicially challenge solely at its expense, any loss of tax exempt status on the Premises. If there is a subsequent judicial determination that the Premises are exempt from taxation, Avoca shall reimburse the amount of Additional Monthly License Fee previously paid to Avoca on account of such taxes to One Hope within thirty days after receipt by Avoca of such court order.

33. Holdover by ONE HOPE. In the event One Hope remains in possession of the premises after the expiration of the tenancy created hereunder, and without the execution of a new Agreement, One Hope, at the option of Avoca, shall be deemed to be occupying the premises as a new tenant and from month to month, at twice the amount of the Base Monthly

EXHIBIT A
Premises

Approximately 2,347 square feet of space described below, and on such dates that are noted below:

| <u>Room</u> | <u>School Year</u> | | |
|--------------------------|---------------------------------------|--|--|
| North Gym (3) | Approximately 1,237 hours per year | | |
| Storage Room (3B) | Approximately 2,080 hours per year | | |
| Kindergarten Room | Approximately 534 hours per year | | |
| Office (3A) | Approximately 2,080 hours per year | | |
| Kitchen | Approximately 188 hours per year | | |

EXHIBIT B

Each Party shall maintain during the course of the Agreement commercial general liability, automobile, workers' compensation and business liability insurance in the amount of \$2,000,000.00 (two million dollars) covering each Party's liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability. Each Party shall cause the other Party to be named as an Additional Insured under said insurance policies, and shall provide the other Party with a copy of a Certificate of Insurance representing that the other Party has procured said insurance as provided herein.