

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to the License Agreement dated September 1, 2004 (the "License Agreement") by and between the KANE COUNTY FOREST PRESERVE DISTRICT (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 11th day of March, 2014.

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, 2014 to August 31, 2024 (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:

<u>Term (beginning in year noted)</u>	<u>Annual License Fee Amount</u>
2014 - 2018	\$70,000.00
2019 - 2023	\$75,000.00

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, 2014 for the

extended term year of September 1, 2014 to August 31, 2024. For the first five years of the extended term, the amount shall be \$35,000.00 per installment (for two installments). For the second five years of the extended term, the amount shall be \$37,500.00 per installment.

3. 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.

4. 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 second 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.

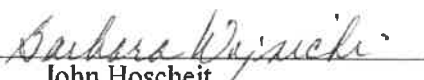
5. In all other respects and except as expressly provided above, the terms and provisions of the License Agreement in its original form shall remain in full force and effect for the remaining original term and the extended term.

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:


John Hoscheit
Its President

LICENSEE:

STRIKER'S FOX VALLEY SOCCER
CLUB

By:



David White
Its Vice President

Exhibit A
Planned Capital and Maintenance Improvements

Recoat Large Roof	\$70,000
Replace interior lighting- field area	\$25,000
Replace various bathroom fixtures	\$10,000
Replace carpet, various areas	\$15,000
Field Turf replacement	\$100,000
General Maintenance, Fire safety	\$15,000/per year

LICENSE AGREEMENT

COPY

THIS AGREEMENT is entered into on September 21st, 2004, between the KANE COUNTY FOREST PRESERVE DISTRICT (hereafter "Licensor" or "District") and Striker's Fox Valley Soccer Club of Kane County Illinois, an Illinois not-for-profit corporation, (hereinafter "Licensee").

Section 1.01. Premises. Licensor owns the Kane County Events Center, which includes a certain building and facilities which are shown in Exhibit A (this facility formerly known as the "Fox Club" includes buildings and adjacent parking lot) this area is referred to as the "Premises".

Section 2.01. Commencement Date. Licensee shall have the use of the Premises commencing on September , 2004 and ending August 31, 2009, if not terminated sooner in accordance with the provisions hereof. Licensee's use of the interior premises for active programming shall run from September 15 through August 15 of each year. Outside that time frame, Licensee shall use the Premises only for storage of its equipment, performing maintenance repairs, and for no other use without the District's consent. Licenses recognizes that between April 15 and September 15 of each year, the use of the parking lot and the means of ingress and egress to the Premises shall be reserved for the District in connection with events held at the Kane County Events Center including but not limited to parking for Kane County Cougars' baseball games.

Licensee recognizes that American Sports Enterprises, Inc. currently has the right to use the Premises for storage of certain equipment. This license shall be subject to the terms of said

agreement with American Sports Enterprises, Inc. And shall be subordinate thereto. Licensor retains the exclusive right to install signage on the Premises and to place logos, artwork and/or advertising materials on the exterior of any buildings on the Premises.

Section 2.02. Length of Term. The "Term" of this Agreement shall begin on the Commencement Date and end no later than August 31, 2009, if not terminated sooner.

Section 3.01. Use. Licensee shall use the Premises for the primary purpose of operating youth sports activities, including but not limited to soccer. Licensee shall comply with all present and future laws, ordinances, regulations of any governmental or public agency having jurisdiction over the Premises, including applying for all license(s), relating to the use of the occupancy of the Premises.

Section 4.01. License Fees. Licensee agrees to pay to Licensor an annual license fee as follows:

- a. \$50,000 per year for the first three years of this Agreement and \$55,000 per year for years 4 and 5 of this Agreement. A security deposit of \$15,000 shall be deposited to secure Licensee's faithful performance of its obligations under the Agreement.
- b. In year one of the lease the payments shall be \$25,000 on September 1, 2004 and \$25,000 on July 1, 2005. Thereafter, Licensee fee shall be paid to Licensor, without set-off, in the amount of \$8,333.33 per month on October 1, November 1, December 1, January 1, February 1, and March 1 for the next two lease years. In lease years 4 and 5, the monthly sum shall be due and payable on said dates in the amount of \$9,166.67.
- c. Said License fee shall be paid in cash or its equivalent to Licensor at its office, unless another location is designated in writing by Licensor.
- d. Any payment of Annual Fees under this Agreement which is not paid when due shall bear interest at the rate of twelve (12%) percent per year from the date when the payment was due under this Agreement until the amount shall be paid by Licensee.

- e. If Licensor is compelled to incur any expenses, including reasonable attorneys' or consultants' fees, in defending or prosecuting any action or proceeding by reason of any default of Licensee under this Agreement, the sum or sums so paid by Licensor with all interest, costs and damages, shall be deemed to be an additional Annual Fee and shall be due from Licensee to Licensor on the first day of the month following the incurring of such expenses.

Section 5.01. Relationship. Nothing contained in this Agreement is intended to create a partnership or joint venture between the parties with respect to Licensee's operations on the Premises. The relationship between the parties is, and shall remain, as Licensor or Licensee. Licensee's operation shall not impose upon Licensor any liability, debt or debts specifically enumerated in this Agreement.

Section 6.01. Maintenance, Condition of Premises, Utilities and Miscellaneous Expenses.

Acceptance of Premises. Licensee accepts the Premises in their "as-is" condition and Licensor has no obligation to improve, restore or alter the Premises other than to keep the exterior parking lots in good repair and provide snowplowing for such parking lots. Licensee acknowledges that neither Licensor nor any agent of Licensor has made any representation or warranty except as otherwise expressly provided in this Agreement, with respect to the Premises including, without limitation, any representation or warranty with respect to the suitability or fitness of the land or improvements or any portion thereof for the conduct of Licensee's business, or compliance of the Premises or any other portion of the building with the Americans with Disabilities Act of 1990, 42 USDC §§12101-12213, as amended from time to time (the "ADA").

Compliance with Laws and Regulations.

- a. Licensee covenants, throughout the Term of this Agreement at Licensee's sole cost and expense, to promptly comply with all laws and ordinances

and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers of these entities, or any other body now or subsequently constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises. Licensee will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Premises and the improvements and equipment on the Premises. In addition to all other provisions of this Agreement, Licensee, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction concerning environmental matters, including, but not limited to, any discharge into the air, waterways, sewers, soil or ground water of any substance or "pollutant."

- b. Licensors and its agents and representatives shall have reasonable access to the Premises for the purpose of ascertaining the nature of the activities being conducted on the Premises and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced on the Premises. Licensee and all occupants of the Premises claiming under Licensee shall provide to Licensors copies of all manifests, schedules, correspondence and other documents of all types and kinds when filed or provided to an appropriate governmental agency or otherwise required to be maintained by such an agency or as such matters are received from any governmental agency having jurisdiction over these matters. Licensors and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Premises by Licensee or an occupant claiming under Licensee or otherwise present on the Premises.
- c. Notwithstanding any provision of this Agreement and subject to a standard of reasonableness, or applicable statutes or judicial decisions to the contrary, with reference to any assignment, or any other permission to use the Premises by any person other than Licensee, Licensors shall have the right to withhold Licensors's consent if, in Licensors's sole judgment and discretion, the assignee, or any other person is not capable of performing or is not sufficiently qualified to perform in accordance with the requirements of this Section. Any assignment or other permission to use the Premises from which Licensors withholds its consent as provided in this Section, shall be void.

- d. If Licensee breaches the obligations stated in this Section, or if the presence of hazardous material on the Premises caused or permitted by Licensee results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Licensee is legally liable to Licensors for damage resulting therefrom, then Licensee shall indemnify, defend and hold Licensors harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use on space or of any amenity on the Premises, damages arising from any adverse impact on marketing of the Premises, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the Term of the Agreement as a result of such contamination. This indemnification of Licensors by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on or under the Premises to the extent caused or permitted by Licensee. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Licensee results in any contamination of the Premises, Licensee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises provided that Licensors' approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as these actions would not potentially have any material adverse long-term or short-term effect on the Premises.
- e. As used in this Agreement, the term "hazardous material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Illinois or the United States Government. The term "hazardous material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste" or other hazardous material or substance under any of the laws of the State of Illinois, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, as amended, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended.

Licensee agrees, at its own expense, to:

- a. Maintain and keep in proper repair the Premises.

- b. Pay for all of the utility charges in each calendar year for the Premises, such as water, sewage and garbage disposal, telephone, gas, electricity, cable television and any other similar commodity or service furnished to the Premises. This is a Licensee fee as provided for in paragraph 4.01, payable monthly.
- c. Provide necessary personnel for the operation of the Premises during the times described in this Agreement.

Section 7.01. Deleted

Section 8.01. Installation of Equipment. Licensors understand that in connection with the use of the Premises, Licensee will install all necessary equipment to operate and maintain the Premises. This equipment and the use and operation thereof shall be the sole responsibility of Licensee, with the right to obtain such equipment and remove it from the Premises, provided the equipment installed has not become a fixture on the Premises (*i.e.*, lighting, turf system). Licensors shall have the right to compel Licensee to remove all improvements installed by Licensee at the end of the term of this License. Installed equipment that is designed as a fixture shall become the property of Licensors upon termination of this Agreement. Licensee agrees that it will purchase sufficient equipment to operate and maintain the Premises so that such Premises shall be fully operational, during the term of this Agreement.

Section 9.01. Indemnity. Licensee shall procure and maintain at its own expense during the license term, a comprehensive general liability insurance policy providing for "occurrence" coverage and not "claims made" coverage from a Class A, Size XIII rated company authorized to do business in the State of Illinois in form acceptable to Licensors and specifically naming Licensors as an additional insured and indemnifying Licensors against all claims, liabilities, costs,

damages, liens and expenses, including reasonable attorneys' fees, which may accrue against the parties arising from the operation on the Premises.

- a. **Indemnity Requirements.** 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 or carelessness 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 willful and wanton conduct of Licensor, its agents, officers and employees.

Section 10.01. Insurance Requirements.

- a. **General.** Licensee shall file with Licensor, prior to the execution of this License Agreement, certified copies of policies or adequate certificates of insurance with coverage as set forth above and below, naming Licensor as an additional insured thereon, as proof of adequate insurance to protect the public and Licensor against liability.

The furnishing by Licensee of any insurance policies and insurance certificates required and their acceptance or approval by Licensor shall not release Licensee from obligation to provide sufficient coverage as set forth therein and shall not waive liability of Licensee to indemnify Licensor against all damage as aforesaid.

Licensor reserves the absolute right, in its sole discretion exercisable by the Business Manager or other representative designated by Licensor, to make final determination as to whether any insurance obtained by Licensee meets the applicable insurance requirements hereunder.

The insurance policies or certificates of insurance should be sent to the Kane County Forest Preserve District, 719 Batavia Avenue, Building G, Geneva, Illinois, 60134.

During the term of the Agreement, if Licensee can not obtain liability insurance as required by the License Agreement or can not obtain liability insurance at a cost that not exceed 140% of the first year insurance premium, Licensee may cancel this Agreement upon 30 days written notice. Licensee shall vacate the premises and in doing so deliver up the premise in good condition, ordinary wear and tear excepted.

The requirement of insurance to be paid in this paragraph is a Licensee fee under paragraph 4.01.

- b. **Licensee's General Liability Insurance Coverage Amount.** Licensee shall secure and maintain during the course of this Agreement, commercial general liability insurance with coverages as set forth above and in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for both bodily injury and property damage, with the Forest Preserve District of Kane County named as an additional insured thereon.

These coverages include, but are not limited to:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Contractual Liability

- c. **Licensee's Motor Vehicle Insurance.** Licensee shall procure and shall maintain during the term of this License, Motor Vehicle Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence coverage for bodily injury and property damage. Such coverage should apply to all vehicles used in connection with the license granted hereunder and the operation of the Premises and related operations on or about the Premises.
- d. **Worker's Compensation Insurance.** Licensee agrees that it and all of its subcontractors will comply with all applicable worker's compensation

laws and will provide proof of worker's compensation and employer's liability insurance coverage, including an alternate employer endorsement naming the Forest Preserve District of Kane County as the alternate employer.

- e. **Notification of Cancellation.** All policies of insurance shall include a guarantee that thirty (30) days' advance notice shall be given by the insurer to Licensor prior to the cancellation of, change in, or non-renewal of such insurance and the same shall be endorsed on each policy and/or noted on each certificate provided to Licensor. If any of the insurance is cancelled, Licensee shall cease operations on the date of termination and shall not resume operations unless new insurance is in force.
- f. If Licensee shall at any time fail to pay any premium when due or otherwise maintain any of the policies provided for in this Agreement, then after ten (10) days' written notice to Licensee, and without waiving or releasing Licensee from any other obligations contained herein, Licensor may, at its sole discretion, either effect any such insurance coverage and pay the premium or terminate the discretion. All sums paid by Licensor, if it elects to continue such coverage, and any costs and expenses in connection with said act, shall be deemed additional fees due hereunder and shall be payable to Licensor on demand, or added to any basic fees then due or thereafter next coming due under this Agreement. Licensor shall have the same rights and remedies in the event of non-payment of any other fees due hereunder. With respect to insurance, the time and notice provisions contained in this paragraph shall control over any other language to the contrary contained elsewhere in this License Agreement.

Section 11.01. Damage: Total or Partial Destruction. In the event the Premises, or any part thereof, shall, at any time during the term hereof, be damaged by fire or other casualty through no fault of Licensee, so as to be unfit for use and occupancy, in whole or in part, the fees, or a just and proportionate part thereof, according to the nature and extent of the damage sustained, shall be abated until Licensee shall have duly repaired and restored said Premises. However, if such repairs cannot be made within thirty (30) days of the damaging event, this License may be terminated at the option of either the Licensor or Licensee. The election to terminate this Agreement by either party to this Agreement must be made by giving the other

party notice in writing of this election within fifteen (15) days of the date of such damaging event. In the event the aforementioned damage is caused through the fault of Licensee, then Licensee shall be responsible for restoring the Premises to its original condition and rent shall not abate.

Section 12.01. Manner of Performance of Repairs. All repairs, maintenance and replacements required to be performed by the Licensee shall be completed in a good and workmanlike manner in compliance with all applicable laws, ordinances, codes and regulations, using new materials of a quality not less than that of the materials originally used, and shall be performed as promptly as reasonably possible and in a manner and at times so as to minimize any disruption to Licensee's business.

Section 13.01. Taxes.

- a. Licensee shall pay and discharge when due, as part of the Annual Fee on the Premises and its use, all federal, state, municipal and local real estate taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, of whatever name, nature and kind that are or may be assessed during the Term of this Agreement, beginning with the commencement date levied, assessed, imposed or charged on the land or the Premises and its improvements or the use thereof now or on or after the date of this Agreement to be built or made on the Premises and its improvements or the use thereof now on or after the date of this Agreement attributable to the Terms of this Agreement, and all of which may be levied, assessed, imposed, or charged on or against the use hereby of any of the foregoing. With respect to any real property tax litigation, Licenser agrees to cooperate with Licensee in connection with such litigation. No such litigation is known or contemplated.
- b. The taxes, assessments, levies and other charges, paid as specified in this section by Licensee, shall be paid in the name of Licenser, and Licensee shall pay them as specified above provided such taxes and other charges are imposed during the Term of this Agreement or subsequent to the expiration or earlier termination of the Term of this Agreement and relate to the Term of this Agreement. Notwithstanding any language to the contrary in this Article, Licensee shall not be responsible for payment of

any interest or penalties incurred as a result of Licensor's failure to timely forward tax bills to Licensee.

- c. If at any time during the Term of this Agreement, the present method of taxation or assessment should be changed or a new system of taxation or a new tax created so that the whole or any part of the taxes, assessments, levies, or charges now levied, assessed, and imposed on the real estate improvements on such real estate or the use of the property by Licensee, Licensee shall pay such taxes and assessments, whether levied on the real estate in whole or in part, or on its use by Licensee.
- d. Licensee further agrees on demand to produce and exhibit to Licensor receipts by proper officials showing the payments made by Licensee.
- e. Licensee may, however, defer the payment of any tax, assessment or other charge so long as the validity of such item shall be contested by Licensee in good faith and by appropriate legal proceedings, provided Licensee shall have furnished to Licensor the bond of a surety company or other security satisfactory to Licensor, in an amount satisfactory to Licensor, securing Licensor against the payment of such tax, assessment, or other charge so contested and against any loss, damage or penalty whatsoever in any way arising from the failure of Licensee to pay it.
- f. For all purposes under this Agreement and in any suit of any kind between the parties, any receipt showing the payment of such tax, assessment, or other charge signed by any public official authorized to give similar receipts shall be conclusive evidence against Licensee that the amount of the payment was due and payable and that the tax assessment or other charge was a valid and existing lien on the Premises at the time of payment.
- g. Licensor, except as provided below, shall have the right at all times during the Term of this Agreement to pay any water rates, taxes, assessments or other charges levied or imposed on or against the Premises and remaining unpaid after they have become due and payable, and to pay, cancel and clear all water rates, taxes, assessments, tax sales, liens, charges, impositions and claims on or against the demised Premises or any part of the Premises, or to redeem the Premises from such charges or any of them from time to time. The amount paid, including the reasonable expenses of Licensor, shall be so much additional Annual Fees due Licensor at the next fee date after any such payment, with interest thereon, at the rate of twelve (12%) percent per annum from the date of payment by Licensor until the repayment by Licensee.

- h. It is agreed that if Licensors shall exercise the option to advance or pay any such water rates, taxes, assessments, impositions, or other charges, or to pay, cancel or clear any tax sales, tax deeds, liens, charges, impositions or claims on or against the Premises, it shall not be obligatory on Licensors to inquire into the validity of any such water rate, tax assessment, imposition, levy or other charge, or of any such tax sale, lien or deed, unless Licensee shall have given the notice and made the deposit provided for in this Agreement.

The obligation of Licensees to pay any item under this paragraph is a Licensee fee under paragraph 4.01.

In the event any tax is assessed the Licensee reserves the right to cancel this License with proper notice to Licensors.

Section 14.01. (Reserved)

Section 15.01. Advertising. Licensee shall have the exclusive right to contract for advertisement of its activities. Licensors shall have no liability for or obligation to pay for such activities.

Section 16.01. Licensee Default. The occurrence of any one or more of the following events constitutes a "Licensee Default" by the Term under this Agreement:

- a. Failure by Licensee to pay any Fees due and payable;
- b. Failure by Licensee to observe or perform in any material respect any other covenant, agreement, condition or provision of this Agreement not otherwise specified in this Article 10, if such failure shall continue for thirty (30) days after notice thereof from Licensors to Licensee, provided, however, that Licensee shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice Licensee commences such cure and diligently proceeds to complete the same at all times thereafter;
- c. The levy upon or other execution or the attachment by legal process of the interest of Licensee in the Premises hereunder, or the filing or creation of a lien in respect of such interest, which levy, attachment or lien shall not be released, discharged or bonded against within thirty (30) days from the date of such filing;

- d. Licensee admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Licensee or for a major part of its property;
- e. A trustee or receiver is appointed for Licensee or for a major part of its property and is not discharged within ninety (90) days after such appointment;
- f. Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against Licensee, and, if instituted against Licensee, are allowed against it or are consented to by it or are not dismissed within one hundred eighty (180) days after such institution; and
- g. Notice is given by Licensor to Licensee that this Agreement is terminated. Such notice shall be given by Licensor to Licensee 180 days prior to the date of termination.

Section 16.02. Remedies of Licensor. If a Default occurs, Licensor shall have the rights and remedies hereafter set forth, which shall be distinct, separate and, to the extent not mutually exclusive, cumulative and shall not operate to exclude or deprive Licensor of any other right or remedy allowed it by law, including, without limitation, Licensor's right to advance any sums to be paid to third parties by Licensee or otherwise remedy Licensee's default and to be reimbursed by Licensee for Licensor's costs and expenses on account thereof and, in addition, the following remedies:

- a. Licensor may enforce the provisions of this Agreement and may enforce and protect the rights of Licensor hereunder by a suit or suits at law or in equity for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due and the then present value of all monies to become due from Licensee under any of the provisions of this Agreement. The parties agree that in any litigation between them the exclusive jurisdiction and venue for such suit shall be in Kane County, Sixteenth Judicial Circuit, Geneva, Illinois.

Section 16.03. Surrender of Premises by Licensee. If Licensor exercises the remedy provided for in subparagraph (a) of the foregoing Section 16.02, Licensee shall surrender and vacate the Premises on the effective date of termination. At the end of the Term of this Agreement, Licensee shall vacate the Premises and in doing so deliver up the Premises in good condition, ordinary wear and tear excepted.

Section 17.01. Additional Rights and Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, or any of its terms covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to it is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative, and in addition to any other right or remedy given hereunder, or now or hereafter at law or at equity by statute.

Section 18.01. Inspection Rights. Licensee shall allow authorized Licensor's officers, agents or employees free access to the Premises at all reasonable times for the purpose of examining the same to ascertain if they are in a safe, sanitary and sightly condition and good repair, and to make repairs, renewals or restorations to the extent required to be made by Licensor under any other paragraph of this Agreement; provided, however, that nothing contained herein shall constitute a separate obligation of Licensor to so act.

Section 19.01. Signage. Licensee shall not erect, install, operate or cause, nor permit to be erected, installed or operated in or upon the demised Premises, any advertising signs or similar advertising device without first having obtained the written consent thereto of Licensor and any other governmental unit otherwise empowered to regulate signage on the Premises.

Licensee may erect **temporary** signs and/or banners to notify patrons of upcoming events as well as signs and/or banners for sponsors of said events. All temporary signs and banners will be removed on or before April 15 or each calendar year of the Agreement, and must not violate local or county sign ordinances.

Section 20.01. Repairs; Keeping Premises Free of Liens. Licensee may make any repairs, alterations, additions or improvements in, to, or about the Premises consistent with its operation of the Premises with the permission of Licensor. However, Licensee covenants to satisfy and/or otherwise release Licensor and the Premises from any claim, mechanic's lien, chose in action or judgment related to the Premises or Licensee's use thereof.

Section 21.01. Capital Improvements and Maintenance of the Premises. All improvements will be at the Licensee's sole expense. All capital maintenance shall be at the sole expense of the Licensee.

Section 22.01. Quiet Enjoyment. Licensor covenants that if, and so long as, Licensee keeps and performs in all material respects each and every covenant, agreement, term, provision and condition of this Agreement on the part and on behalf of Licensee to be kept and performed, Licensee shall quietly enjoy its rights under this Agreement without hindrance or molestation by Licensor or by any other person lawfully claiming the same by, through or under Licensor, subject to the covenants, agreements, terms, provisions and conditions of this Agreement.

Section 23.01. Licensor Default. The occurrence of any one or more of the following events constitutes a "Licensor Default" under this Agreement:

- a. Failure by Licensor to pay any amount due and payable by it hereunder within thirty (30) days after written notice thereof from Licensee to Licensor;

- b. Failure by Licensor to observe or perform in any material respect any other covenant, agreement, condition or provision of this Agreement wherein Licensee's remedies on account thereof are not otherwise specifically provided for in this Agreement, if such failure shall continue for thirty (30) days after notice thereof from Licensee to Licensor; provided, however, that Licensor shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice Licensor commences such cure and diligently proceeds to complete the same at all times thereafter;
- c. The levy upon or under execution or the attachment by legal process of the interest of Licensor in the Premises hereunder, or the filing or creation by a third party of a lien in respect of such interest, which levy, attachment or lien shall not be released, discharged, contested or bonded against within thirty (30) days from the date of such filing.

Section 23.02. Remedies of Licensee. If a Licensor Default occurs, Licensee shall have the rights and remedies hereafter set forth, which shall be distinct, separate and, to the extent not mutually exclusive, cumulative and shall not operate to exclude or deprive Licensee of any other right or remedy allowed it by law, including, without limitation, Licensee's right to advance any sums to be paid to third parties by Licensor or otherwise remedy Licensor's default and to be reimbursed by Licensor for Licensee's costs and expenses on account thereof:

- a. Licensee may terminate this Agreement effective as of the end of the then current operating year by giving to Licensor not less than thirty (30) days written notice of Licensee's election to do so, in which event the Term of this Agreement shall end, and all obligations of Licensee hereunder shall expire, on the date stated in such notice.
- b. Licensee may enforce the provision of this Agreement and may enforce and protect the rights of Licensee hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from Licensor under any of the provisions of this Agreement.

Section 23.03. Surrender of Premises by Licensee. If Licensee exercised the remedy provided for in subparagraph (a) of the foregoing Section 23.02, Licensee shall vacate the Premises on the effective date of termination.

Section 24.01. Rights and Duties of Parties in Event of Litigation.

- a. If either party commences an action against the other party to enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms of this Agreement, or for the recovery of any fee or payment due under this Agreement, then the party in breach shall pay to the other party reasonable attorneys' fees and expenses. The right to such attorneys' fees and expenses shall be deemed to have accrued from the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.
- b. If either party breaches any terms of this Agreement, the other party may employ an attorney or attorneys to protect that party's rights under this Agreement. In the event of such employment following any breach, the party who breached the Agreement shall pay the other party's reasonable attorneys' fees and expenses incurred by the other party, whether or not an action is actually commenced by reason of the breach.
- c. Licensee shall assume all liability for any injury or damages that may arise from any event that occurs on the licensed Premises that is caused by, or is the result of, any act or omission of Licensee, its employees, agents, contractors, licensees, invitees or permitted users. To the extent caused by Licensee, or its employees, agents, invitees, contractors or permitted users, Licensee shall indemnify and defend Licensor against any and all claims filed by persons or entities who claim damages as provided in this Section.

Section 25.01. Deleted

Section 25.02. Deleted.

Section 26.01. Restriction Against Assignment or Sublicensing – Option of Licensor to accept Assignment.

- a. Licensee shall not assign or sublease this Agreement or any interest in this Agreement or sublicense any part of the Premises or any right or privilege appurtenant to the Premises, without first obtaining Licensor's written consent. Licensor's written consent shall not be unreasonably withheld as defined in this Article. Any right to seek assignment or sublicensing may occur only if all payments to Licensor by Licensee have been made, and if

Licensee is not otherwise in default in connection with its obligations under this Agreement. If Licensee requests Licensor's consent to an assignment or sublicensing of this Agreement, Licensee shall submit to Licensor a written notice ("Licensee's Notice") containing (a) the name of the proposed assignee or sublicensee; (b) the terms of the proposed assignment or sublicensing; (c) the nature of business of the proposed assignee or sublicensee; (d) information relating to the financial responsibility and general reputation of the proposed assignee or sublicensee that Licensor may require; and (e) a description of all proposed alterations to the Premises to result from the proposed assignment.

- b. Licensee may then enter into the applicable assignment or sublicense specified in the Licensee's Notice giving rise to the cancellation option, in accordance with the following provisions: If Licensee enters into such an assignment or sublicense, Licensee shall submit an executed copy of the assignment or sublicense to Licensor for consent not less than thirty (30) days prior to the proposed effective date of assignment or sublicensing. The assignment or sublicensing shall contain the assumption by the assignee or sublicensee of all of the duties and obligations of Licensee under this Agreement to be performed after the effective date of assignment or sublicense. No such assignment or sublicense shall expressly or by implication impose upon Licensor any duties or obligations or alter the provisions of this Agreement. Licensor agrees to give Licensee written notice, within thirty (30) days after receipt by Licensor of Licensee's proposed assignment or sublicense, of Licensor's consent to or rejection of the same. Licensor agrees that its consent to any such proposed assignment or sublicensing shall not be unreasonably withheld; provided, however, that in addition to other circumstances under which Licensor's consent may be withheld, Licensee agrees that the withholding by Licensor of its consent to the proposed assignment or sublicensing will not be deemed "unreasonable" if:

- (I) The assignee or sublicensee does not have a sound financial condition or is otherwise non-creditworthy as determined by Licensor, in its sole discretion, or if Licensor has not received sufficient information to make such determination (Licensee agrees that if Licensor consents to the assignment or sublicense, Licensor may require a payment in an amount equal to the payment of \$400,000.00 in cash or its equivalent to be held as a security deposit in an interest-bearing account with the interest accruing in favor of Licensor, or other sufficient surety it determines in its sole discretion to be satisfactory if the financial condition of the assignee or sublicensee is not as good as that of Licensor as of the date of assignment.)

- (ii) The assignee is disreputable.
 - (iii) Licensee is then in default under this lease.
- c. In the event of a sublicense or assignment, the proposed sublicensee or assignee shall agree to the following:
 - (I) To assume all obligations and duties of Licensee under this Agreement and to be bound as an original party to this Agreement;
 - (ii) To make any and all payments due under this Agreement and sublicense and/or assignment to Licensor directly at its offices in Geneva, Illinois, as such payment becomes due.
- d. Licensee may not submit to Licensor for consent any assignment or sublicense on terms or conditions or with parties different from those stated in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Licensee's sole right and remedy in any dispute relating to whether Licensor's consent to a proposed assignment has been unreasonably withheld shall be action for declaratory judgment or specific performance and Licensee shall not be entitled to any damages or the payment of reasonable attorney's fees or costs if Licensor is adjudged to have unreasonably withheld such consent.
- e. Licensor's consent to one assignment or sublicensing shall not be deemed to be a consent to any subsequent assignment. Any unauthorized assignment or sublicensing shall be void and terminate this Agreement at Licensor's option.
- f. Any transfer of this Agreement from Licensee by merger, consolidation, or liquidation or any change in the ownership or power to vote the majority of the outstanding voting stock or interests of Licensee shall constitute an assignment or sublicensing for the purposes of this Section.
- g. Licensee agrees to reimburse Licensor for Licensor's reasonable attorney fees and related costs incurred in connection with the processing, review, or documentation of any requested transfer, assignment, sublicensing of this Agreement or of Licensee's interest in Licensor's Premises.
- h. Subject to the provisions of this Agreement limiting the right to assign or sublicense, this Agreement shall be binding on and inure to the benefit of the parties, and their heirs, successors and assigns. However, Licensee shall remain primarily responsible for all obligations and liabilities under this Agreement after any approved sublicense. Furthermore, in the event of an approved assignment, Licensee shall remain primarily responsible

for all obligations and liabilities of this Agreement which accrue prior to the execution of any approved assignment.

Section 27.01. Amendment; Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of Licensee or Licensor to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Licensee or Licensor of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of Licensor or by an officer of Licensee. Neither the payment of sums due to be paid by either party, nor the receipt and retention by the other party of such sums, with knowledge of the breach of any covenant, agreement, term, provisions or condition herein contained, shall be deemed a waiver of such breach.

Section 28.01. No consent or approval by Licensor or Licensee permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by both parties by or on whose behalf such consent is executed.

Section 29.01. No Agreements Beyond Term. Licensee agrees that it will not enter into any agreement with concessionaires or others relating to Licensee's operations on the Premises which would be binding upon Licensor beyond the stated Term.

Section 30.01. Alterations and Additions by Licensee. No structural, design or exterior alterations may be made by Licensee without Licensor's written consent. No other

additions and/or alterations to the Premises in excess of \$10,000.00 will be permitted unless Licensor consents in writing prior to any such additions and/or alterations being made. Licensor will not withhold consent unreasonably. As to any alteration performed by Licensee less than \$10,000.00, Licensee agrees to provide a receipt for payment and any invoices or explanation of the charges relating to such performance Licensor requires.

Section 31.01. Deleted

Section 31.02. Deleted.

Section 32.01. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them or other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto. It was written by both parties. In the event that this License Agreement is by virtue of law or ordinances is declared to be invalid, either party shall have the right to terminate the Agreement upon declaration thereof.

Section 32.02. Books and Records. Within thirty (30) days of a request from Licensor, Licensee will make available accounting records, statements and/or work papers ("Records") to Licensor or its designate to substantiate Licensee's calculation of revenue and to substantiate payment of Licensee's obligations under this Agreement. Licensor has the right to audit such Records at its expense. Licensee agrees to cooperate in such process. Licensor shall keep all such Records confidential, to the extent permitted by the Illinois Freedom of Information Act.

Section 32.03. Authority of Corporate Licensee. If Licensee executes this Agreement as a corporation, each of the persons executing this Agreement on behalf of Licensee covenants and warrants that Licensee is a duly authorized and existing corporation; Licensee has and is qualified to do business in the State of Illinois; the corporation has full right and authority to enter into this Agreement; and each person signing on behalf of the corporation was authorized to do so.

Section 32.04. Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and, to the extent permitted herein, assigns.

Section 32.05. Governing Law. This Agreement is made, and shall be construed, under the laws of the State of Illinois. The parties agree that any dispute concerning its terms shall be venued in Kane County, Illinois.

Section 32.06. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

Section 32.07. Pronouns. Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

Section 32.08. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which should be an original and all of which shall constitute but one and the same instrument.

Section 32.09. Liquor License. License agrees no alcoholic beverages will be permitted on or sold on premises.

Section 32.10. Addresses and Notices. Any notices required hereunder, shall be in writing and delivered to:

Licensor:

Forest Preserve District of Kane County
719 Batavia Avenue, Building G
Geneva, IL 60134

With copy to:

Patrick M. Kinnally
KINNALLY, KRENTZ, LORAN, HODGE & HERMAN, P.C.
2114 Deerpath Road
Post Office Box 5030
Aurora, IL 60507-5030

Licensee:

Strikers Fox Valley Soccer Club, Inc.
P.O. Box 574
Batavia, Illinois 60510

With copy to:

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

21st day of September, 2004

Licensor:

FOREST PRESERVE DISTRICT OF
KANE COUNTY

By: 

John Hoscheit, Its President

Licensee:

Strikers Fox Valley Soccer Club, Inc.

By: 

Its: Vice President / FACILITIES Director