

**THIS INSTRUMENT WAS PREPARED BY:**

Wagenmaker & Oberly, LLC  
53 W. Jackson Blvd., Suite 1734  
Chicago, IL 60604

**AFTER RECORDING RETURN TO:**

DuPage County  
421 N. County Farm Rd., Room 2-800  
Wheaton, IL 60187  
Attn: Community Development Commission

PIN: 08-08-113-009

Property Address: 1141 Iroquois Avenue, #111  
Naperville, IL 60563

PIN: 08-08-113-030

Property Address: 1141 Iroquois Avenue, #216  
Naperville, IL 60563

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is entered into effective as of February 24, 2026 (“Effective Date”), by and between ILLINOIS INDEPENDENT LIVING CENTER, INC., an Illinois not-for-profit corporation (“Assignor”) and LITTLE FRIENDS, INC., an Illinois not-for-profit corporation (“Assignee”) (individually a “Party” and collectively, the “Parties”) and DUPAGE COUNTY, through its Community Development Commission, a municipal corporation (the “County”), having its principal office at 421 N. County Farm Road, Wheaton, Illinois 60187.

**WITNESSETH**

WHEREAS, the Assignor and Assignee were each organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the Parties identified shared mission and alignment in their goals and objectives to serve intellectually and developmentally disabled communities by providing barrier-free housing, employment services, social clubs, and other material support;

WHEREAS, the Parties merged into a single corporation, in accordance with the Illinois General Not for Profit Corporation Act of 1986 (“Act”) by filing Articles and a Plan of Merger with the Illinois Secretary of State, whereby Illinois Independent Living Center, Inc. merged into Little Friends, Inc. effective as of April 11, 2025 (“Merger”);

WHEREAS, through the Merger, by operation of law under 805 ILCS § 105/111.50, all property, all debts due, and all and every other interest, belonging to either Illinois Independent Living Center, Inc. or Little Friends, Inc. prior to the Merger is deemed to be transferred and vested in Little Friends, Inc., as the surviving entity, without further act or deed;

WHEREAS, prior to the Merger, Illinois Independent Living Center and the County of DuPage entered into a Home Investment Partnership (HOME) Program Agreement, approved by the DuPage County Board under Resolution HHS-R-0628-16, dated September 27, 2016, under which DuPage County provided HOME funds to the Assignor totaling \$212,640.00 for costs associated with the acquisition and rehabilitation of Units 111 and 216 located at 1141 Iroquois Avenue, Naperville, IL 60563 (“Merger Assets,” as further defined in Exhibit A);

WHEREAS, the HOME Agreement required execution of the following: a Mortgage Affecting Unit 111 recorded as document R2016-143911 along with that certain Forgivable Payment Note referenced therein and secured thereby, a Mortgage Affecting Unit 216 recorded as document R2016-143909 along with that certain Forgivable Payment Note referenced therein and secured thereby, a Mortgage Affecting Unit 111 and Unit 216 recorded as document R2018-009376 along with that certain Forgivable Payment Note referenced therein and secured thereby, and a Regulatory Land Use Restriction Agreement Affecting Unit 111 and Unit 216 recorded as document R2018-005268, (collectively, along with the HOME Agreement, “HOME Agreement Instruments”);

WHEREAS, on May 21, 2025, The DuPage County State’s Attorney’s Office informed Little Friends, Inc. by letter, of its need to submit certain information, including this Agreement, to comply with the terms of the HOME Agreement Instruments and to obtain DuPage County’s consent to the transfer of the Merger Assets, related indebtedness and other related liabilities arising under the HOME Agreement Instruments;

WHEREAS, Little Friends, Inc. as title holder to the Merger Assets under 805 ILCS § 105/111.50 seeks to fully comply with those requirements;

NOW, THEREFORE, pursuant to the Articles, Plan of Merger, and requirements under the Act, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby promise and agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor does hereby (a) transfer and convey unto Assignee all of Assignor’s right, title and interest in, to and benefits under the Merger Assets, and (b) assigns and transfers to Assignee all of the liabilities under the HOME Agreement Instruments, defined herein above. As of the Effective Date, Assignee hereby accepts the assignment and assumes and accepts, and agrees to pay, perform, and discharge when due, all of the liabilities under the HOME Agreement

Instruments, all with the same force and effect as if Assignee was originally named as the party thereto.

2. Terms of HOME Agreement Instruments. The Terms of the HOME Agreement Instruments, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Merger Assets are incorporated herein by this reference. In the event of any conflict or inconsistency between the HOME Agreement Instruments and the terms of this Agreement, the HOME Agreement Instruments shall govern.
3. Limitation of Liability. Assignee assumes and shall be liable for any of Assignor's debts, contracts, agreements, commitments, and obligations or any other liabilities of any nature whatsoever, by operation of law pursuant to 805 ILCS 105/111.50.
4. Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
5. Notice. Notice shall be deemed given to any of the Parties hereto if given by a formal written letter sent both certified mail and email to the authorized representatives whose signatures are contained herein.
6. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to give any person other than the Parties hereto any rights or remedies under this Agreement.
7. Waiver. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the Party against whom such waiver is asserted, and no waiver by either Party hereto of the breach of any provision of this Agreement by the other Party shall be deemed a waiver of any subsequent breach.
8. Modification. No amendment, modification, or termination of this Agreement shall be binding on any Party hereto unless it is in writing and signed by the Party to be charged.
9. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Illinois, without regard to the conflicts of law provisions thereof.
10. Counterparts. This Agreement may be executed with original ink signatures in counterparts, each of which shall be deemed an original, but all of which when considered together shall constitute one and the same agreement.
11. No Presumption. The Parties hereto understand, agree and acknowledge that this Agreement has been freely negotiated by all Parties hereto, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against any Party hereto by virtue of that Party or its agent having drafted this Agreement or any portion thereof.

12. Entire Agreement. This Agreement, the Articles and Plan of Merger, and the HOME Agreement Instruments constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
  
13. Further Assurances. Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signatures Follow on Separate Pages, in Counterparts]



**ASSIGNEE:**

LITTLE FRIENDS, INC.,  
an Illinois Not for Profit Corporation

By: \_\_\_\_\_  
Mikel Briggs  
President

Date: \_\_\_\_\_

Email: mbriggs@lilfriends.com

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DU PAGE        )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid,  
DO HEREBY CERTIFY that Mikel Briggs of Little Friends, Inc. personally known to me to be  
the President of Little Friends, Inc., an Illinois not-for-profit corporation, appeared before me this  
day in person, and acknowledged that as President respectively, signed sealed and delivered the  
foregoing instrument as the free and voluntary act of said corporation and as their free and  
voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public

**CONSENTED TO BY:**  
DUPAGE COUNTY,  
a body politic in the State of Illinois

By: \_\_\_\_\_  
Mary A. Keating  
Community Services Director

Date: \_\_\_\_\_

Email: communitydev@dupagecounty.gov

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE    )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary A. Keating of DuPage County personally known to me to be the Director of Community Services, appeared before me this day in person, and acknowledged that as Director of Community Services respectively, signed sealed and delivered the foregoing instrument as the free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Merger Assets**

The Merger Assets include the real property located at:

1. 1141 Iroquois Avenue, #111, Naperville, Illinois 60563; PIN: 08-08-113-009-0000

Legal Description:

UNIT NO. 111 IN KATHARINE MANOR CONDOMINIUM, AS DELINEATED ON A SURVEY OF LOT 1 IN ILLINOIS INDEPENDENT LIVING CENTER, INC. SUBDIVISION, OF PART OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. R87-88751 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

2. 1141 Iroquois Avenue, #216, Naperville, Illinois 60563; PIN: 08-08-113-030-0000

Legal Description:

UNIT 216 TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS IN KATHARINE MANOR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. R87-88751, IN PART OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.