

## AGREEMENT

The following constitutes the Articles of Agreement between All-Circo, Inc. (ALL-CIRCO), 670 North Clark Street, Chicago, Illinois 60654 and Family Guidance Centers, Inc. (FGC):

1. The term of this Agreement shall be from August 1, 2010 and will continue and be ongoing, subject to termination by either party upon thirty days written notice.

2. Throughout the term of this Agreement, ALL-CIRCO shall perform all its services as an independent contractor and not as an employee of FGC. As an independent contractor, it is understood and agreed that ALL-CIRCO shall perform its services only at the direction of FGC or as FGC shall otherwise specify. ALL-CIRCO's primary contact on this matter shall be John Kelly. FGC's primary contact shall be Dr. Larry Kroll.

3. It is understood and agreed, pursuant to this Agreement, that ALL-CIRCO shall provide the following services: Representation on behalf of FGC before the Cook County (Illinois) Board of Commissioners, the President of the Cook County (Illinois) Board of Commissioners and agencies, departments, employees and agents of the County of Cook, (Illinois); and the City Council of the City of Chicago, the Mayor of Chicago and agencies, departments, employees and agents of the City of Chicago. It is also understood and agreed that ALL-CIRCO shall assist, advise and consult with FGC on other matters as FGC shall request and direct from time to time.

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to FGC.



4. The manner in which the services are to be performed and the specific hours to be worked by ALL-CIRCO shall be determined by ALL-CIRCO. It is understood and agreed that FGC will rely on ALL-CIRCO to work as many hours as may reasonably be necessary to fulfill ALL-CIRCO's obligations under this Agreement.

5. The fee for the services provided by ALL-CIRCO and set forth in paragraph 3 of the Agreement shall be \$8,000.00 per month. ALL-CIRCO shall bill FGC monthly and FGC shall pay each monthly bill within 30 days of FGC's receipt of each such bill.

It is further understood and agreed that any and all monies paid by FGC to ALL-CIRCO shall not be made from any unallowable sources. By signing this Agreement, FGC certifies that none of the monies it will utilize to pay ALL-CIRCO for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 *et seq.* (Allowable/Unallowable Costs); (2) any contracts, policies, rules and laws of the State of Illinois and any agencies and departments thereof; (3) any federal laws, rules or regulations, if applicable; and (4) any local laws, rules or regulations, if applicable.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by ALL-CIRCO, unless prior approval for specified expenses is granted by FGC.

6. ALL-CIRCO shall comply with all applicable local, state and federal laws, rules and regulations and ALL-CIRCO represents, as a condition precedent to this Agreement, that it has so conducted itself in the past and will continue to do so in the future. Any material and verifiable violation of this condition will constitute a breach and result in immediate termination of all FGC's contractual or other obligations.



7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. ALL-CIRCO commits to using its best professional efforts at all times on behalf of FGC, but provides no promises or guarantees as to results.

8. ALL-CIRCO's employees, if any, who perform services for FGC under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

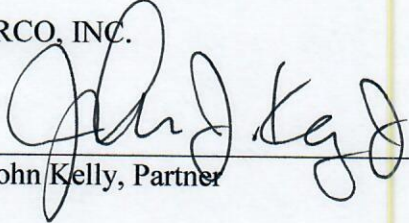
10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

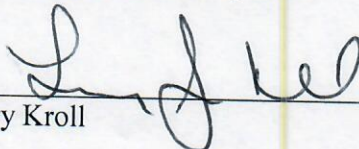
12. This Agreement shall be governed by the law of the State of Illinois.

ALL-CIRCO, INC.

By:

  
\_\_\_\_\_  
John Kelly, Partner

FAMILY GUIDANCE CENTERS, INC.

By:   
Dr. Larry Kroll

DATED: \_\_\_\_\_