

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") dated as of May ___, 2017 is between the Board of Education of Millburn Community Consolidated School District No. 24, Lake County, Illinois, ("School District") and Spectrum Center, Inc. ("Spectrum").

RECITALS

School District and Spectrum are parties to a Lease Agreement dated June ___, 2016, executed by School District on June 27, 2016 and by Spectrum on July 13, 2016 (the "Lease"). School District and Spectrum now wish to amend the Lease.

NOW, THEREFORE, the parties to this Amendment hereby agree as follows:

Article I. Amendment to Lease. School District and Spectrum amend the Lease as follows

1.1 Extension of Term. In Section 4, "July 31, 2017" is deleted and replaced with "July 31, 2018".

1.2 Food Services. Section 7(B) is deleted in its entirety and replaced with the following:

The School District and Spectrum may enter into a catering agreement to provide meals to Spectrum students and staff.

Article II. General.

2.1 **Lease.** Except as amended hereby, the provisions of the Lease shall remain in full force and effect.

2.2 **Execution in Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

Board of Education of Millburn Community Spectrum Center, Inc.
Consolidated School District No. 24

By: _____
Its: President

Attest

By: _____
Its: Secretary

Dated: _____

By: _____
Its: President

Attest

By: _____
Its: Secretary

Dated: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this ___ day of June, 2016, between the Board of Education of Millburn Community Consolidated School District No. 24, Lake County, Illinois, ("School District") and the Spectrum Center, Inc. ("Spectrum") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the School District, as owner of the property and building located at 18550 West Millburn Road, Wadsworth, Illinois, 60083 and commonly known as Millburn Elementary School (the "Property"), desires to permit portions of the Property (specifically identified in Exhibit A, incorporated here by reference, and collectively referred to as the "Premises") to be used by Spectrum for the specific purpose and during the periods set forth in this Lease; and

WHEREAS, the School District has determined that the Premises to be unnecessary, unsuitable and inconvenient for its current use for the periods set forth in this Lease; and

WHEREAS, Spectrum desires to utilize the Premises and to enter into this Lease defining the rights, duties, liabilities of the Parties relating to the Premises; and

WHEREAS, the School District has determined that it is in its best interests to enter into this Lease pursuant to the authority granted to the School District by Section 10-22.11(c) of the School Code (105 ILCS 5/10-22.11(c)).

NOW, THEREFORE, in consideration of the terms and conditions contained in this Lease and other good and valuable consideration, the Parties agree as follows:

1. Premises, Common Areas and Signs

A. School District leases the Premises to Spectrum. Spectrum shall also have a nonexclusive right to access and use the common areas of the Property for the intended purposes of those areas and subject to the limitations contained in Section 3. For the purpose of this Section, the common areas shall include all areas and facilities intended for the common benefit and general use of those on the Property, including, but not limited to, parking lots, driveways, sidewalks, bathrooms, hallways, athletic fields, playgrounds, the gymnasium, and faculty lounges. With regard to Spectrum's use of athletic fields, playgrounds, and the gymnasium, Spectrum's use shall be subordinate to the School District's use of such common areas. Furthermore, Spectrum shall annually provide the School District with a proposed schedule for its use of the athletic fields, playgrounds, and the gymnasium at least one month prior to the start of School District's school year. School District shall use reasonable good faith efforts to accommodate Spectrum's requested dates for use of the athletic fields, playgrounds, and the gymnasium; however, School District's decision on access to and use of such common areas shall be final. Additionally, Spectrum may utilize the conference room space directly across from Room 201, as shown on Exhibit A hereto, at times mutually agreeable to the parties.

Spectrum shall coordinate its use of said conference room space with the Building Principal or his designee.

Spectrum agrees to abide by School District policies and regulations ("Policies"), which policies and regulations are attached as Exhibit B, for the use of the Premises and common areas and to cause its officers, employees, agents, contractors, licensees, invitees, teachers, and students to abide by those policies and regulations. School District may amend, revise or otherwise change such Policies as it deems reasonably necessary; however, School District shall not amend, revise or otherwise change such Policies so as to unduly impair Spectrum's use of the Premises.

School District may at any time close temporarily any part of the common areas to make repairs or changes; to prevent the acquisition of public rights in such area; or to discourage unauthorized parking. School District may do any other acts in and to the common areas as in its reasonable judgment may be desirable to improve the convenience of the common areas. School District shall endeavor to provide Spectrum with written notice prior to any closure of the common areas and inform Spectrum as to the nature and duration of the work to be performed in the common area. School District shall ensure that Spectrum continues to have access to and from the Premises during any construction on the Property. Spectrum shall not at any time unreasonably interfere with the rights of School District, or its officers, employees, agents, contractors, licensees, invitees, teachers, or students to use any part of the common areas, nor shall there be an unreasonable interference by School District of Spectrum's rights to use such areas. School District reserves the right to grant non-exclusive easements, leases, licenses or other rights over portions of the common areas.

Subject to its obligations in this Section 1, the School District shall not be liable to Spectrum or anyone claiming through or under Spectrum, for any damages, injuries, losses, expenses, claims or causes of action resulting from the interruption or discontinuance of the availability of any of the common areas; nor shall any such interruption or discontinuance be deemed an eviction or disturbance of Spectrum's use or possession of the Premises or any part thereof; provided, however, that School District shall use reasonable efforts to restore the availability of such common areas as soon as practical.

B. Spectrum may, at its own expense, erect a sign at the Property. Spectrum agrees to maintain the sign in good state of repair, and shall, upon expiration of the Lease Term, promptly remove such sign and repair any damage to the Premises related to the sign. All exterior signage must be approved in advance by School District and such approval shall not be unreasonably withheld. Further, Spectrum shall be responsible for obtaining any and all governmental approvals necessary to erect and maintain a sign.

2. Access to Premises

Access to the Premises and the common areas shall be available to Spectrum as the operation described in Section 3 reasonably requires, subject to the terms of this Lease. To the extent Spectrum causes any false alarm calls, Spectrum shall be responsible for all costs associated with such false alarms. All Spectrum officers, agents, contractors, licensees and

invitees shall access the Premises through the entrances located within the Premises. School District shall at all times retain the right to inspect the Premises upon reasonable notice to Spectrum and scheduled to minimize disruption of Spectrum's operations. The School District reserves the right to alter access to the Premises and common areas and or limit access to the common areas as it reasonably deems appropriate to ensure the safety of its students, teachers and staff.

3. Permitted Uses

The Premises shall be used solely for providing special educational and therapy services to children in grades 1-8 and related administrative services. Any change in the age of students served must be approved in writing by School District. Spectrum shall restrict its use of the Premises to such purposes and shall not use or permit the use of the Premises for any other purpose without the written consent of School District.

4. Term

The Term of this Lease shall commence on August 1, 2016, and shall terminate on July 31, 2017 ("Term").

5. Lease Payments

Spectrum shall make monthly lease payments of \$6,666.67 per month to School District no later than the fifth day of the month, provided that the first lease payment shall be made within seven days after the School District provides Spectrum with a fully executed version of this Lease. Any payment not received by the fifth day of the month shall be deemed late and Spectrum shall be assessed a late fee of \$100.00.

6. Subletting and Assignment

Spectrum may not assign or sublet any portion of the Premises without the prior written consent of the School District, which it may withhold in its sole discretion. Any attempt to assign or sublet by Spectrum without the prior consent of School District shall be void. Notwithstanding the above, however, Spectrum shall be permitted to sublet the Premises or any portion thereof to the Early Autism Project, Inc. on the same terms and conditions contained herein, including, but not limited to, the insurance requirements set forth in Paragraph 14, with the sole exception of the Lease Payment required under Section 5. Notwithstanding any sublease by Spectrum, Spectrum shall remain liable to the School District for all terms and conditions of this Lease.

7. Utilities and Food

A. The School District shall provide the Premises with electricity, heat, and air conditioning in the same manner as it does for the remainder of the building. Spectrum shall be entitled to utilize the refuse services of the School District for standard office refuse.

B. The School District has no obligation to provide food service to Spectrum students or staff. Spectrum may contract directly with the School District's food service provider to make arrangements for food service, if Spectrum so desires.

8. Condition of the Premises

Spectrum has examined and knows the condition of the Premises and has received and accepts the same "AS IS," and acknowledges that no representations as to the condition and repair of the Premises or its fitness for any particular use have been made by School District, or any of its officers, employees, or agents, prior to or at the execution of this Lease, except for the corrective life/safety work described on Exhibit C attached hereto, to the extent it relates to the Premises (the "Corrective Work").

9. Maintenance

The School District shall maintain the building infrastructure at its own expense, except for damage caused by Spectrum as provided for below. For purposes of this Section 9, building infrastructure means the HVAC system, roofing, fire alarm, elevators, and plumbing for the Premises. The School District shall also keep the common areas in a neat, clean and sanitary condition and shall maintain the common areas, including any equipment, furniture, fixtures and appliances in a good state of repair.

Spectrum shall at all times during the Term of this Lease, and at its own expense:

A. Keep the Premises in a neat, clean and sanitary condition, reasonable wear and tear excepted, and

B. Maintain the Premises, including any equipment, furniture, fixtures, or appurtenances, but excluding the building infrastructure defined above, in a good state of repair.

C. Spectrum shall also be responsible for repairing any and all damage, ordinary wear and tear excepted, to the Premises, building infrastructure, common areas, furniture, or fixtures caused by its officers, employees, agents, contractors, licensees, invitees, teachers, or students. The School District shall have the right to require Spectrum to make reasonable and necessary repairs by giving written notice to Spectrum as to what necessary repairs are required in order to restore the Premises. Spectrum shall promptly repair such damage within 30 days after receipt of the written notice, or within such reasonable extension of time as is necessary to repair such damage, but not to exceed 90 days.

In the event that Spectrum shall fail to make such necessary repairs or maintenance work within 30 days after notice, within a reasonable extension of time, if applicable, or immediately if determined by School District to be an emergency, School District shall have the right (but not the obligation) to pay for such repairs or maintenance, and any amount so paid, including expenses and attorneys' fees and disbursements, shall be reimbursed to School District by Spectrum within 14 days after receipt of an invoice from School District. Notwithstanding anything in this Lease to the contrary, Spectrum hereby agrees to indemnify and hold School District, its individual Board members, employees and agents (collectively, the "Indemnitees") harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with School District taking on the maintenance responsibilities of Spectrum.

10. Spectrum Staff

Spectrum acknowledges that, pursuant to the Illinois *Criminal Code of 2012* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on the Property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Spectrum shall ensure that its officers, employees, agents, contractors, licensees and invitees are notified of this law and that said people are directed to notify Spectrum if they have been convicted of a sex offense restricting their presence on school property. Spectrum will then provide appropriate and immediate notification to School District. Spectrum shall also cause a sign, subject to the School District's approval, to be placed at the entrance of the Premises stating "Pursuant to the Illinois Criminal Code (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education." The School District reserves the right to request the removal from the Property any person, including, but not limited to, employees of Spectrum who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. Additionally, Spectrum shall prohibit the use of alcohol and any tobacco and gambling activity on the Premises.

Moreover, Spectrum shall ensure that all employees and volunteers working or volunteering at the Premises have, prior to commencing work or volunteering, successfully passed the fingerprint based criminal background checks set forth in Section 10-21.9 of the Illinois *School Code* (105 ILCS 5/10-21.9). No employee or volunteer shall be permitted on the Premises until he or she has successfully passed such criminal background checks.

11. Governmental Regulations

Spectrum shall at its expense comply with all requirements of state, federal, and local regulatory authorities and governmental regulated utility companies with respect to its use of the Premises, including the "Health/Life Safety Code for Public Schools" as provided in Section 2-3.12 of the Illinois *School Code* (105 ILCS 5/2-3.12), and shall promptly obtain and maintain at its expense and at all times any required licenses, certificates, or variations of the zoning laws. Notwithstanding the above, however, in the event any Corrective Work relating to the Premises is required to be completed by the Illinois State Board of Education ("ISBE") as a condition of its approval for Spectrum's operation of a non-public therapeutic day school on the Premises under Part 401 of Title 23 of the Illinois Administrative Code, the School District will complete such work prior to Spectrum's occupancy of the Premises and the parties shall share equally the total cost of such Corrective Work necessary for the ISBE approval provided the estimated cost of such Corrective Work does not exceed \$50,000, in which case either party may refuse to contribute to Corrective Work by providing written notice thereof and this Lease shall terminate as of the date of said notice without further liability to either party. If the Corrective Work is performed under this paragraph, the School District shall invoice Spectrum for its portion of the

costs and Spectrum shall remit payment to the School District for such Corrective Work within fourteen (14) days of its receipt of the invoice.

Should Spectrum's use of the Premises be found to be in violation of any federal, state or applicable local rule, statute, regulation, ordinance by a court of competent jurisdiction or any governmental body with jurisdiction to enforce such laws and rules or applicable Policies and should Spectrum be unable to cure such violation within 30 days, or such reasonable extension of time as is necessary to cure such violation, but not to exceed 90 days from the date of the notice of violation, this Lease may, at the option of School District, be terminated upon written notice to Spectrum.

12. Alterations

School District agrees that Spectrum shall be permitted to install the demising door described on Exhibit A and paint and install floor covering through the Premises (collectively, "Tenant's Work"). Spectrum agrees to provide School District with plans for Tenant's Work prior to commencing construction. School District shall have the right to approve the plans for Tenant's Work prior to the commencement of construction and shall act reasonably in doing so, and if it disapproves, it shall provide a reasonably detailed explanation of the reasons for disapproval. Tenant shall have access to the Premises for the purposes of performing Tenant's Work beginning upon the Effective Date. Other than with respect to Tenant's Work, Spectrum shall make no alterations to the Premises without the prior written approval of School District, which may be withheld by School District in its sole, but reasonable, judgment. If School District consents to any subsequent alterations to the Premises, Spectrum must submit its proposed plans and specifications to School District for approval and must pay all contractors the applicable prevailing wages. Additionally, Spectrum shall furnish payment and performance bonds in favor of the School District in the full amount of the work and shall also furnish waivers of lien against any and all claims which may arise in connection with the construction of any alterations or additions. School District will allow Spectrum Center to install/maintain its own network at the site.

Before commencing any work in connection with alterations, Spectrum shall furnish School District with certificates of insurance from all contractors and subcontractors performing labor or furnishing materials insuring the Indemnitees against any and all liabilities for damages to property, bodily injury or death which may arise out of or be connected in any way with said alterations. The specific insurance coverage requirements for such contractors and subcontractors of Spectrum are set forth in below in Paragraph 14.B and Paragraph 14.C, respectively.

Notwithstanding anything in this Lease to the contrary, Spectrum hereby agrees to indemnify and hold the Indemnitees harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Additionally, Spectrum shall contractually require all contractors doing any work, in, on or about the Premises to indemnify, hold harmless and defend the Indemnitees from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, caused or occasioned by or in connection with or arising out of any acts or omissions of such contractors.

13. Indemnification

To the fullest extent permitted by law, Spectrum covenants and agrees to defend and indemnify the Indemnitees from all claims, losses, damages to property or person (including death), liabilities, fines, costs and expenses of any kind, including without limitation reasonable attorneys' fees and court costs, arising out of, related to, or connected with:

- A. Spectrum's use of the Premises;
- B. Any and all claims for any breach or default of this Lease by Spectrum;
- C. Any negligent act or omission of Spectrum, its employees, or agents; or
- D. Any claims for damage to property.

The covenants of this Section shall survive the expiration or termination of this Lease. Spectrum shall not be obligated to indemnify or hold harmless the Indemnitees from their own negligent acts or omissions.

14. Insurance

A. Spectrum Insurance Coverage. Spectrum agrees to provide and maintain during the term of the Lease, with a reputable insurance company approved in writing by School District and at its sole cost and expense:

1. Commercial general liability insurance, on an occurrence basis, in an amount of not less than \$2,000,000 per occurrence and in the aggregate. Such general liability insurance shall include all major divisions of coverage and be on a comprehensive basis and shall include fire legal liability coverage in the amount of \$1,000,000;

2. Property insurance for damage to property located on the Premises or common areas in an amount of not less than \$1,000,000 for claims made by or on behalf of any person, firm or corporation, arising from, related to or connected with Spectrum's operations, its use of or occupancy of the Premises or common areas;

3. Worker's compensation insurance at statutory amounts and employer's liability insurance with limits of at least \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease; and

4. Automobile liability insurance with a limit of not less than \$1,000,000 each accident and such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos); and

5. Umbrella or excess liability insurance on an occurrence basis in amount of not less than \$5,000,000 per occurrence and in the aggregate. The umbrella or excess insurance shall follow the form of the underlying policies.

6. Spectrum shall add the Indemnitees as additional insureds on all insurance required under this Lease, with exception of worker's compensation insurance. All insurance of Spectrum shall be primary and non-contributory insurance for the additional insureds. All insurance carriers providing coverage to Spectrum must have an A.M Best rating of at least V-II. Spectrum shall provide School District with original signed certificates of insurance showing the required coverage to be in effect prior to occupancy of the Premises. Said certificates shall acknowledge this Lease.

7. School District shall have no obligation to insure Spectrum's personal property.

B. Spectrum Contractors. Spectrum shall require all contractors doing any work, in, on or about the Premises during the Term of the Lease to provide and maintain the following insurance coverage:

1. Commercial general liability insurance, on an occurrence basis, in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

2. Worker's compensation insurance at the applicable statutory amounts; and

3. Automobile liability insurance with a combined single limit of not less than \$1,000,000; and

4. Umbrella or excess liability insurance on an occurrence basis in amount of not less than \$1,000,000 per occurrence and in the aggregate.

5. Spectrum's contractors shall add the Indemnitees as additional insureds on all insurance required under this Lease, with exception of worker's compensation insurance. All insurance of Spectrum's contractors shall be primary and non-contributory insurance for the additional insureds. All insurance carriers providing coverage to Spectrum's contractors must have an A.M Best rating of at least V-II.

C. Spectrum Subcontractors. All subcontractors of Spectrum shall maintain commercial general liability insurance in commercially reasonable amounts and shall add the Indemnitees as additional insureds on such insurance.

15. Real Estate Taxes

Spectrum shall pay any and all real estate taxes, public, governmental and quasi-governmental regular and special charges, assessments or any other taxes or levies of any kind or nature (collectively "Real Estate Taxes") assessed or imposed against School District as a result of Spectrum's use of the Premises, within 30 days of a demand or by the date the Real Estate Taxes are due, whichever is earlier. At Spectrum's sole cost and expense (including, but not limited to legal and expert witness fees), Spectrum shall have the right, but not the obligation, to contest or appeal any assessment of Real Estate Taxes levied on the Premises. In the event of an appeal or contest, Spectrum and School District shall cooperate in good faith in such appeal or contest. In the event that Spectrum fails to pay the Real Estate Taxes when due, School District may, at its sole option, pay the Real Estate Taxes and Spectrum shall be liable, in addition to any other remedies available to School District, to School District for all costs and expenses, including, but not limited to, reasonable legal fees, incurred by School District in paying the delinquent Real Estate Taxes. The covenants of this Section shall survive the expiration or termination of this Lease.

16. Damage to Premises

If the Premises are made untenable by fire or casualty, either of the Parties may elect to terminate this Lease as of the date of the fire or casualty by notice to the other within 30 days after the date of such fire or other casualty. If neither Party terminates, School District will repair, restore or rehabilitate the Premises at School District's expense within 60 days after the fire or other casualty occurs and undertake reconstruction or repairs, in which latter event this Lease shall not terminate.

Each Party's written notice of election to repair, restore or rehabilitate must be given to the other within 14 days after the casualty occurs. If School District elects to repair, restore or rehabilitate the Premises and does not substantially complete the work within the 60 day period, either party may terminate this Lease as of the date of the fire or casualty by notice to the other party. If the Premises is made untenable because of fire or casualty, the Rent obligation of Spectrum shall be abated until the Premises are made tenantable.

17. Storage

If, within 30 days after the termination of this Lease, by expiration or otherwise, Spectrum shall fail to remove any of its property from the Premises, School District 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 Spectrum; or
- B. Sell such property at public or private sale with notice and retain the proceeds.

18. Cure of Spectrum's Default

School District may, but shall not be obligated to, cure at any time prior to Spectrum vacating the Premises and terminating this Lease, any uncured default by Spectrum under this Lease. School District shall provide 30 days written notice to Spectrum before undertaking to cure Spectrum's default. School District may elect to cure a default in its sole discretion, and all costs and expenses incurred, including attorneys' fees, shall be paid by Spectrum to School District within 30 days after demand.

19. Waiver of Claims

Except to the extent prohibited by law and for any claim arising out of, relating to or connected with any breach of this Lease, the Indemnitees shall not be liable, and Spectrum waives all claims against the Indemnitees for damages to person or property sustained by Spectrum resulting from the Premises, or any equipment, furniture, fixtures, or appurtenances thereto becoming out of repair, resulting from any accident in or about the Premises or common areas, or resulting directly or indirectly from any act or neglect of any person on the Premises or common areas. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether any such damage results from the act or neglect of other occupants, or an employee or employees of School District. All personal property belonging to Spectrum on the Premises shall be there at the risk of Spectrum or such other person only, and the Indemnitees shall not be liable for any damage thereto or the theft or misappropriation thereof.

20. Environmental

There shall be no duty for School District to abate asbestos or perform environmental remediation. If School District does perform environmental work, it shall make every effort to coordinate the work schedule with Spectrum to minimize any program disruptions.

It is expressly understood and agreed that Spectrum does hereby assume and agree to be responsible for, and to indemnify and hold harmless the Indemnitees from and against any and all claims, obligations and liabilities, and all costs, expenses and attorneys' fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, of whatever kind or nature, imposed by any Environmental Laws and arising out of any act or omission by Spectrum, its individual board members, officers, agents, contractors, and employees. This shall include without limitation, such laws or regulations pertaining to the storage, transportation, handling, disposal, discharge, presence or use of Hazardous Material resulting from Spectrum's work on or use of the Premises or common areas.

For purposes hereof, the term "Hazardous Material" shall mean any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as may be amended from time to time, any so-called "superfund" or "superlien" law, or any other law, statute, code, ordinance, order, rule or regulation or other requirement of any governmental authority as now or at any time hereafter in effect regulating, relating to, or imposing obligations, liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material. For purposes hereof, "Environmental Laws" means any federal, state or local laws, ordinances, regulations, or common law governing or regulating Hazardous Material, pollution, the environment or public health.

The covenants of this Section shall survive the expiration or termination of this Lease.

21. Mechanics' Liens

Spectrum covenants that at all times during the Term of this Lease and such further time as Spectrum occupies the Premises, Spectrum, or anyone holding the Premises through or under Spectrum, will not create, or permit to be created, or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or material alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof caused by Spectrum upon Spectrum's leasehold interest therein. If any such mechanic's lien shall at any time be filed, Spectrum shall cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. However, Spectrum shall have the right to contest any and all such liens, provided security satisfactory to School District is deposited with it (the "Assurance"). If Spectrum shall fail to contest the same with due diligence (having secured School District as herein provided) or shall fail to cause such lien to be discharged within 60 days after being notified of the filing thereof and in either case before judgment or sale, then, in addition to any other right or remedy of School District, School District may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by School District in its sole discretion, and the amount so paid by School District and/or all costs and expenses, including reasonable attorneys' fees, incurred by School District in procuring the

discharge of such lien, shall be deemed to be additional rent and together with interest at 12% per annum or the maximum amount permitted by law is payable under the terms of this Lease, shall be due and payable to School District no later than the next Lease Payment due pursuant to Section 5 of this Lease. Nothing in this Lease shall be construed as a consent on the part of School District to subject the Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois (770 ILCS 60/0.01 *et. seq.*).

In addition, Spectrum hereby agrees and authorizes School District to use so much of the Assurance, after the cure period has expired, as may be necessary to discharge the lien and any party providing such Assurance may rely on this Lease and authorization to make such disbursement to School District without liability to Spectrum.

22. Surrender of Premises, Inspection or Sale of Building.

Upon termination of this Lease, by expiration or otherwise, Spectrum shall immediately surrender possession of and vacate the Premises, and Spectrum shall return the Premises to School District in a clean condition, reasonable wear and tear excepted. Spectrum hereby grants to School District full license to enter the Premises in the event of any such termination and/or at any other time, upon reasonable notice and scheduled to minimize disruption of Spectrum's operations, to inspect the Premises.

23. Notices

All notices required hereunder shall be in writing and shall be delivered by first class U.S. Mail, return receipt requested to the addresses listed below:

Millburn Community Consolidated
School District No. 24
18550 Millburn Road
Wadsworth, IL 60083
Attn: Dr. Stephen Johns

Spectrum Center, Inc.
1321 Murfreesboro Pike, Suite 702
Nashville, TN 37217-2626
Attn: Donald B. Whitfield

24. Default

If either Party defaults in the performance of any of the covenants or agreements contained in this Lease, and such default is not cured by the defaulting party within 30 days after the receipt of written notice of such default, in addition to all other remedies available at law or equity, the non-defaulting party may terminate this Lease without further notice. No waiver of any breach of this Lease on any one occasion shall affect the non-breaching party's ability to require strict enforcement of this Lease on any subsequent occasion.

25. Applicable Law and Construction

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease (other than those

relating to the payment of the fee due hereunder or other charges) shall not effect or impair the validity or enforceability of any other provision of this Lease. The headings of the sections contained in this Lease are for convenience only and do not define, limit or construe the contents of such section. Whenever a single term is used herein, the same shall include the plural. Whenever the masculine gender is used herein, the same shall include the feminine and neuter genders.

26. Authority to Execute

Each party represents and warrants that it has full power and authority to enter into this Lease and has taken all action necessary to carry out the transaction contemplated herein, so that when executed this Lease shall constitute a valid and binding obligation enforceable in accordance with its terms.

27. Entire Agreement

It is understood and agreed by the Parties that this Lease contains the final and entire agreement between the Parties, and that they will not be bound by any terms, statements, conditions, or representations, oral or written, not herein contained or not made a part of this Lease by an amendment. This Lease may only be modified by written amendment executed by the Parties.

28. Intentionally Omitted.

29. Counterparts

This Lease may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Lease.

30. Effective Date

This Lease shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF this Lease has been executed as of the date set forth above.

**BOARD OF EDUCATION
MILLBURN COMMUNITY
CONSOLIDATED SCHOOL
DISTRICT NO. 24**

By: Jane P. Walton
Its: President

Attest:
By: [Signature]
Its: Secretary

Dated: June 27, 2016

SPECTRUM CENTER, INC.

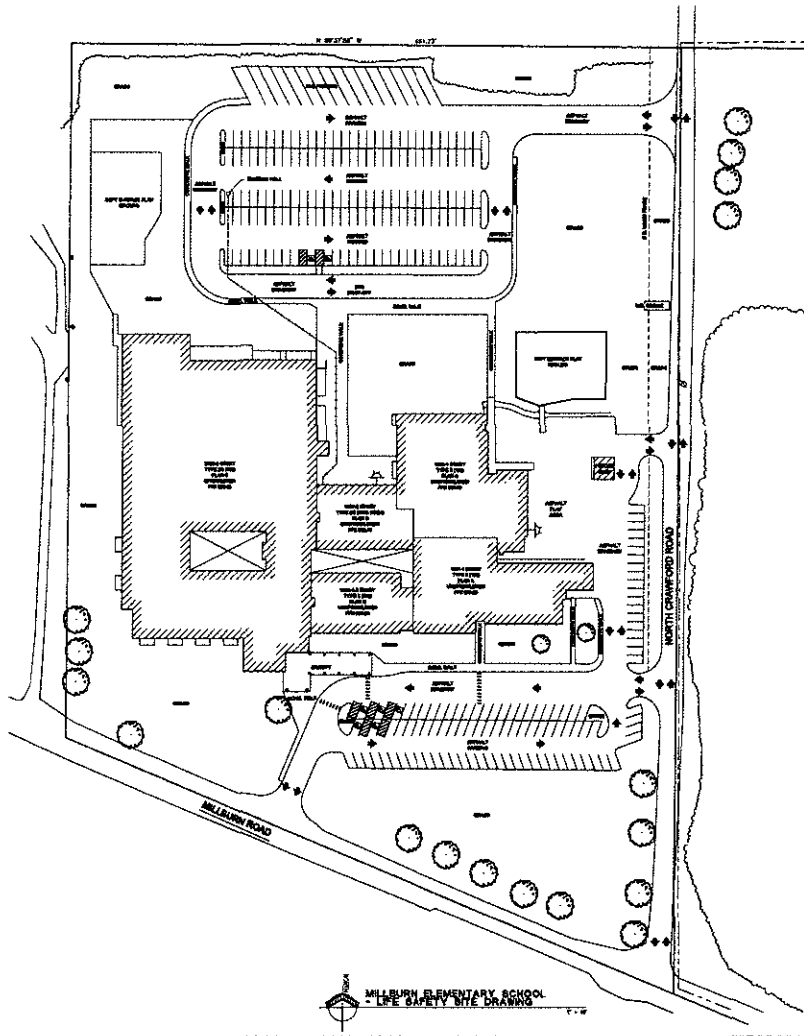
By: [Signature]
Its: President

Attest:
By: [Signature]
Its: Secretary

Dated: 7-13-16

EXHIBIT A

PREMISES



RECORD DATA
 BY DATE: 11/20/2007
 SCALE: AS SHOWN

- SITE PLAN LEGEND**
- BUILDING
 - ▤ EXISTING DRIVE
 - ▥ EXISTING DRIVEWAY
 - LIGHT POLE
 - EXISTING LOT
 - ▭ NEW LOT
 - EXISTING SIDEWALK
 - NEW SIDEWALK
 - EXISTING CURB
 - NEW CURB
 - EXISTING DRIVE
 - NEW DRIVE
 - EXISTING
 - NEW

MILLBURN ELEMENTARY SCHOOL
 LIFE SAFETY SITE DRAWING
 11/20/2007

<p>FACILITIES ASSESSMENT FOR THE MILLBURN DISTRICT 24 WADSWORTH, IL 60083</p>	
<p>FANNING+HOWEY 674.246.1893 www.fhcl.com</p>	
<p>MILLBURN ELEMENTARY SCHOOL LIFE SAFETY SITE DRAWING DRAWING NO. 07-001 SHEET NO. 1 OF 1</p>	<p>PROJECT NO. 07-001 DATE: 11/20/2007 DRAWN BY: JH CHECKED BY: JH APPROVED BY: JH</p>
<p>MES-1</p>	

EXHIBIT B

See attached for current Board Policies:

- 8:30 Visitors to and Conduct on School Property
- 8:50 Visitors to School
- 8:70 Accommodating Individuals with Disabilities
- 8:100 Relations with Other Organizations and Agencies

Section 8 - Community Relations

Community Relations

Policy 8:25

Advertising and Distributing Materials in Schools Provided by Non-School Related Entities

No material or literature shall be posted or distributed that would: (1) disrupt the educational process, (2) violate the rights or invade the privacy of others, (3) infringe on a trademark or copyright, or (4) be defamatory, obscene, vulgar, or indecent. No material, literature, or advertisement shall be posted or distributed without advance approval as described in this policy.

Community, Educational, Charitable, or Recreational Organizations

Community, educational, charitable, recreational, or similar groups may, under procedures established by the Superintendent, advertise events pertinent to students' interests or involvement. All advertisements must (1) be student-oriented, (2) prominently display the sponsoring organization's name, and (3) be approved in advance by the Superintendent or designee. The District reserves the right to decide where and when any advertisement or flyer is distributed, displayed, or posted.

Commercial Companies and Political Candidates or Parties

Commercial companies may purchase space for their advertisements in or on: (1) athletic field fences; (2) athletic, theater, or music programs; (3) student newspapers or yearbooks; (4) scoreboards; or (5) other appropriate locations. The advertisements must be consistent with this policy and its implementing procedures and be appropriate for display in a school context. Prior approval from the Board is needed for advertisements on athletic fields, scoreboards, or other building locations. Prior approval is needed from the Superintendent or designee for advertisements on athletic, theater, or music programs; student newspapers and yearbooks; and any commercial material related to graduation, class pictures, or class rings.

No individual or entity may advertise or promote its interests by using the names or pictures of the School District, any District school or facility, staff members, or students except as authorized by and consistent with administrative procedures and approved by the Board.

Material from candidates and political parties will not be accepted for posting or distribution, except when used as part of the curriculum.

LEGAL REF.: Berger v. Rensselaer Central School Corp., 982 F.2d 1160 (7th Cir.

1993), cert. denied, 113 S.Ct. 2344 (1993).

DiLoreto v. Downey Unified School Dist., 196 F.3d 958 (9th Cir. 1999).

Hedges v. Wauconda Community Unit School Dist., No. 118, 9 F.3d 5 (7th Cir. 1993).

Lamb's Chapel v. Center Moriches Union Free School Dist., 113 S.Ct. 2141 (1993).

Sherman v. Community Consolidated School Dist. 21, 8 F.3d 1160 (7th Cir. 1993), cert. denied, 114 S.Ct. 2109 (1994).

Victory Through Jesus Sports Ministry v. Lee's Summit R-7 Sch. Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied, 132 S.Ct. 592 (2011)..

CROSS REF.: 7:325 (Student Fund-Raising Activities), 7:330 (Student Use of Buildings - Equal Access)

ADOPTED: November 25, 2013

Section 8 - Community Relations
Community Relations

Policy 8:50

Visitors to the Schools

Visitors are welcome at any School District building, provided their presence will not be disruptive. All visitors shall initially report to the Main office. Any person wishing to confer with a staff member shall contact that staff member by telephone to make an appointment. Conferences with teachers are held outside school hours or during the teacher's conference/preparation period.

Any staff member may request identification from any person on school grounds or in any school building; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who: (1) refuses to provide requested identification, (2) interferes with, disrupts, or threatens to disrupt any school activity or the learning environment, (3) or engages in an activity in violation of Board policy 8:30, *Conduct on School Property*.

LEGAL REF.: 105 ILCS 5/24-25.

CROSS REF.: 8:30 (Conduct on School Property)

ADOPTED: May 20, 2002

Section 8 - Community Relations
Community Relations

Policy 8:70

Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided an opportunity to participate in all school sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, the District may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others.

The District will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Superintendent or designee is designated the Title II Coordinator and shall:

1. Oversee the District's compliance efforts, recommend necessary modifications to the School Board, and maintain the District's final Title II self-evaluation document and keep it available for public inspection for at least 3 years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Superintendent or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or

federal law by reporting it to the Superintendent or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131 et seq.; 28 C.F.R. Part 35. Rehabilitation Act of 1973 §104, 29 U.S.C. §794 (2006). 105 ILCS 5/10-20.46. 410 ILCS 25/, Environmental Barriers Act. 71 Ill.Admin.Code Part 400, Illinois Accessibility Code.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and Expansion Programs)

ADOPTED: August 16, 2010

Section 8 - Community Relations
Community Relations

Policy 8:100

Relations with Other Organizations and Agencies

The District shall cooperate with other organizations and agencies, including but not limited to:

- County Health Department;
- Law enforcement agencies;
- Fire authorities;
- Planning authorities;
- Zoning authorities
- Illinois Emergency Management Agency (IEMA), local organizations for civil defense, and other appropriate disaster relief organizations concerned with civil defense
- Other school districts.

CROSS REF.:

1:20 (District Organization, Operations, and Cooperative Agreement: (Safety), 5:90 (Abused and Neglected Child Reporting), 7:150 (Agen Interviews)

ADOPTED:

MAY 16, 2011

EXHIBIT C

Corrective Work to be completed by School District is attached.

#347488

Violations, Recommendations, Cost Estimates

Facility Name: Millburn Elementary School													
Item ID	Location	Priority (Choose a-c)	Rule Violated	Description of Violation	Recommendation to Correct Violation	Action (Choose a-f)	Specifications	Units	Quantity	Labor Code (Choose 1-2)	Work Type (Choose a-h)	Estimated Cost	Estimated Date
		a. Urgent b. Required c. Recommended				a. Abandon in Place b. Remove c. Repair d. Relocate e. Rebuild f. Improve				1 = District 2 = Contractor	a. Safety Standards b. Energy Conservation c. Handicapped Access d. School Security e. Asbestos Treatment f. Paving Improvements g. Replacements h. Other Improvements		
A1	All Classroom Doors in 1961 Wing	b	IFC 703	All classroom doors require door closers.	Install door closers.	f	Retrofit existing doors with new closers.	ea	37	2	a	\$ 12,950.00	08/01/2022
A2	All Classroom Doors in 1961 Wing	c	IAC 400.510-1997	All classroom doors require lever hardware.	Replace existing round hardware with new lever type hardware.	f	New lever handles type hardware.	ea	37	2	c	\$ 16,000.00	08/01/2024
M4	Janitor's Closet across the Corridor from Room 203	b	185.460	Janitor's Closet does not have any exhaust to remove objectionable odors.	Provide a mechanical exhaust system.	f	Add exhaust fan and controls.	ea	1	2	h	\$ 2,500.00	08/01/2022
M6	(3) Office 201	b	BOCA 403.2	Office spaces do not have ventilation.	Provide mechanical ventilation system.	f	Add mechanical equipment and controls to provide outside air ventilation.	ea	3	2	h	\$ 5,000.00	08/01/2020
E1	Tech Storage 203	a	175.470e	Storage room does not have a fire alarm - smoke detection device.	Provide a fire alarm - smoke detection device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - smoke detection device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E2	Tech Storage 203	a	175.470e	Storage room does not have a fire alarm - visual alarm device.	Provide a fire alarm - visual alarm device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - visual device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E3	Classroom 204	a	175.470e	Classroom does not have a fire alarm - smoke detection device.	Provide a fire alarm - smoke detection device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - smoke detection device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E4	Classroom 204	a	175.470e	Classroom does not have a fire alarm - visual alarm device.	Provide a fire alarm - visual alarm device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - visual device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E5	Classroom 205	a	175.470e	Classroom does not have a fire alarm - smoke detection device.	Provide a fire alarm - smoke detection device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - smoke detection device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E6	Classroom 205	a	175.470e	Classroom does not have a fire alarm - visual alarm device.	Provide a fire alarm - visual alarm device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - visual device.	ea	1	2	a	\$ 1,000.00	08/01/2018

Violations, Recommendations, Cost Estimates

Facility Name: Millburn Elementary School													
Item ID	Location	Priority (Class 1-3)	Rule Violated	Description of Violation	Recommendation to Correct Violation	Action (Class 1-1)	Specifications	Units	Quantity	Labor Code (Choose 1-2)	Work Type (Choose a-h)	Estimated Cost	Estimated Date
		a. Urgent b. Required c. Recommended				a. Abandon in Place b. Remove c. Repair d. Relocate e. Rebuild f. Improve				1 = District 2 = Contractor	a. Safety Standards b. Energy Conservation c. Handicapped Access d. School Security e. Asbestos Treatment f. Paving Improvements g. Replacements h. Other Improvements		
E7	Classroom 206	a	175.470e	Classroom does not have a fire alarm - smoke detection device.	Provide a fire alarm - smoke detection device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - smoke detection device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E8	Classroom 206	a	175.470e	Classroom does not have a fire alarm - visual alarm device.	Provide a fire alarm - visual alarm device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - visual device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E9	Classroom Washroom 206	a	175.470e	Classroom washroom does not have a fire alarm - visual alarm device.	Provide a fire alarm - visual alarm device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - visual device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E10	Girls Washroom next to Room 206	a	175.470e	Girls washroom does not have a fire alarm - visual alarm device.	Provide a fire alarm - visual alarm device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - visual device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E11	Boys Washroom next to Girls Washroom	a	175.470e	Boys washroom does not have a fire alarm - visual alarm device.	Provide a fire alarm - visual alarm device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - visual device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E13	East/West Corridor north of Rooms 203 & 204	a	175.470e	Corridor does not have a fire alarm - smoke detection device near egress door.	Provide a fire alarm - smoke detection device. Extend and connect to existing fire alarm zone for this area.	f	Provide and install fire alarm - smoke detection device.	ea	1	2	a	\$ 1,000.00	08/01/2018
E3	Restrooms next to Classroom 206	b	NFPA 72 - A.23.8.6.2	Horn strobe device required	Install Horn strobe device	F	install fire alarm equipment per applicable codes and AHJ requirements	each	2	2	A	\$3,400.00	08/01/2020
												\$ 51,850.00	