

FACILITY SHARED USE AGREEMENT

THIS FACILITY SHARED USE AGREEMENT (“Agreement”) is made this ____ day of August, 2018, by and between Cunningham Children’s Home of Urbana, Illinois, an Illinois not-for-profit corporation (“Owner”) and Urbana School District #116 (“School”).

WHEREAS, the Owner and School have previously entered into a Facility Shared Use Agreement dated September 15, 2015, which agreement has expired; and

WHEREAS, Owner is currently in the processing of constructing a new Education and Recreation Center (“ERC”) on its campus, with an anticipated completion date in December, 2018; and

WHEREAS, the Owner owns those certain properties depicted on Exhibit A attached hereto and incorporated herein by reference (collectively, “Property”); and

WHEREAS, Owner desires to make a portion of the Property available to School for School to provide educational programs to clients of Owner and others; and

WHEREAS, the parties desire to transition certain of the programs from the older facilities to the ERC as soon as that facility is completed; and

WHEREAS, the parties desire to set forth the specific terms relating to the School’s non-exclusive use of the spaces and parking lot designated and highlighted in red within the Property depicted on Exhibit A (collectively, “Premises”).

NOW, THEREFORE, the Owner and the School in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term and Premises.

- 1.1 This Agreement shall commence on July 1, 2018 (“Commencement Date”) and expire on June 30, 2019. This Agreement may be terminated earlier pursuant to the terms of this Agreement or may be extended by a written agreement signed by the parties.
- 1.2 Provided the School is not default under this Agreement, the School shall be granted two (2) additional one (1) year extension periods. The School shall notify the Owner in writing at least ninety (90) days prior to the then expiration date if the School desires to extend the term. All of the terms and conditions of this Agreement except the amount of User Fee payable during the renewal terms, which shall be determined as specified in Section 3.2 hereafter shall apply during the renewal terms.
- 1.3 Pursuant to this Agreement, the School shall have non-exclusive use of the Premises in accordance with the terms set forth in this Agreement.

- 1.4 The School accepts the Premises except for the ERC in “AS-IS, WHERE-IS WITH ALL FAULTS” condition as of the date of this Agreement.

Article 2. Use and Schedule.

- 2.1 The Owner hereby grants to the School non-exclusive use of the Premises solely for the purposes providing and conducting a special education program on the terms and conditions set forth herein.
- 2.2 Notwithstanding anything to the contrary contained herein, the Owner reserves the right to relocate the School to an alternate location(s) geographically proximate to the Premises and within the Property, (“Alternate Location”) if the Owner determines that the space being used by the School is required for use the Owner. Any such Alternate Location will be provided to the School under the cost structure detailed in Articles 3 and 4 of this Agreement. Prior to relocation the Owner shall consult with the School as to the possibility of relocation and take under advisement any preferred alternative locations. Every reasonable effort will be made to relocate the School as close to the original location as practical. The Owner will provide written notice of any such change to the School at least sixty (60) days prior to the academic year in which such changes shall take effect. The parties acknowledge and agree that as soon as the ERC is completed that the School programs will be relocated to the ERC except that vocational services will be conducted in the Laban Peck Cottage and School shall have access to the Spiritual Life Center (“SLC”) as indicated on Exhibit B.
- 2.3 Prior to the start of each academic semester, the Owner and the School shall meet to discuss shared use schedule for the Premises. The parties shall cooperatively decide how to use the Premises in a manner that is not to the exclusive benefit or detriment of the Owner or the School. If any dispute related to the shared use schedule for the Premises arises that cannot be resolved among the parties, the shared use schedule shall remain the same as the immediately prior academic semester. The shared use schedule for the Premises for the first academic semester of this Agreement is set forth on Exhibit B attached hereto and incorporated herein by reference.
- 2.4 The School shall have access to the buildings located within the Premises in the same manner that the Owner has access. The Owner reserves the right to rearrange or reallocate the parking and common facilities within the Property. Further, the Owner reserves the right to designate specific parking areas for employees of the School and other occupants of the Property.
- 2.5 The School shall not allow any outside entity or person to use the Premises without an approved written consent. The additional costs and expenses incurred by the Owner due to such outside entity uses shall be paid by the School within ten (10) days from the Owner’s rendition of an invoice for those costs to the School. No written consent is required for the School’s contract vendors providing academic and educational services to the School.

- 2.6 The School will comply and cause its employees, agents and invitees to comply with all rules and regulations adopted by the Owner in connection with the use of the parking area and common facilities, and with all supplements thereto and amendments thereof which the Owner may hereafter adopt. All such rules and regulations shall pertain to the safety, care, use and cleanliness of the parking area and common facilities and the preservation of good order therein and thereon. No rules or regulations now in effect or hereafter adopted shall unreasonably interfere with the School's use and enjoyment of the Premises. All rules and regulations and supplements thereto and amendments thereof which the Owner may adopt shall be in writing, and a copy thereof shall be delivered to the School.
- 2.7 If either party shall fail within two (2) business days after receipt of written notice of any violation by the other party or its employees, agents or invitees of any such rules or regulations to cure such violation (or to commence the cure of any violation which cannot reasonably be cured within two (2) business days and thereafter diligently pursues the efforts to cure) such failure shall constitute a default under this Agreement.

Article 3. User Fee.

- 3.1 The School shall pay to the Owner, commencing on the Commencement Date, a fee ("User Fee") in accordance with Exhibit C attached hereto and incorporated herein by reference for use of the Premises in accordance with this Agreement. Commencing on July 1, 2018, the User Fee shall be paid, without prior notice or demand and without any deduction or set off whatsoever, in accordance with the payment schedule set forth on Exhibit C. The parties agree to update Exhibit C on or before December 1, 2018 and on or before December 1 in each year thereafter.
- 3.2 The parties agree the initial User Fee for the existing facilities is Nineteen and 01/100 Dollars (\$19.01) per square foot (the "cost psf"). The cost psf shall be adjusted annually by multiplying \$19.01 by a fraction, the numerator of which shall be the All Items Index for Urban and Clerical Wage Earners, Midwest urban, Size B/C (1996 equals 100) published by the Bureau of Labor Statistics of the United States Department of Labor for the month of August 2019 (or 2020 or 2021 as the case may be) and the denominator of which shall be the same index number for the month of August 2018. The User Fee for the ERC shall be Twenty-Four and 65/100 Dollars (\$24.65) and shall be adjusted for future years in the manner provided above. The User Fee will be calculated by totaling the square feet utilized by the program times the adjusted cost psf. The amount of User Fee paid by the School shall be based on: (A) The percent of student "average daily enrollment" (ADE) calculated between the Gerber/ERC 14-702 (02) and 14-703 (03) programs for buildings occupied exclusively by Gerber/ERC 02 and 03 programs; and (B) The percent of 03 program "hours of use" compared to all other programs "hours of use" utilizing buildings which are NOT occupied exclusively by Gerber/ERC 02 and 03 programs. The parties shall review the "hours of use" at the end of each year of this Agreement and to the extent the actual "hours of use" vary from those estimated on Exhibit C as revised each year, the User Fee shall be adjusted to reflect the actual "hours

of use”. Payment of additional User Fee or refund of overpayment of User Fee shall be made within thirty (30) days of the completion of the review.

Should the Illinois State Board of Education (“ISBE”) change the reimbursement rate of allowable costs for the education of orphans to less than 100% of such costs in a given year (i.e. If ISBE prorates the rate of allowable costs for orphans), the User Fee will be adjusted to reflect the reduced rate.

- 3.3 The User Fee and any other sums due to the Owner hereunder shall be made payable to the Owner at P.O. Box 878, Urbana, Illinois 61803-0878, or such other person and/or at such other place as may be designated by a notice, in writing, from the Owner to the School.

Article 4. Payment for Services, Utilities, Insurance and Maintenance.

- 4.1 The Owner will provide custodial services, maintenance services and school safety services (“Operating Services”) to the Premises; provided the School pays the User Fee in accordance with Article 3. In addition to the User Fee, the School shall pay its pro rata share of the actual audited cost of all utilities supplied to the Premises for use by the School in the operation of its business, together with any taxes thereon, including but not limited to trash removal, water, storm water, sanitary/sewer, gas, heat, electricity, power, cable, internet and telecommunications. All occupancy reimbursement is based on ADE per Section 3.2. The initial reimbursement is estimated to be ten dollars (\$10.00) psf .
- 4.2 The School shall be, at its sole cost and expense, at all times during the Agreement term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure the Owner against liability for bodily injury and/or property damage occurring in or about the Premises. The policy limits under such insurance will not be less than One Million Dollars (\$1,000,000) for any one occurrence and Two Million Dollars (\$2,000,000.00) comprehensive general liability. The School will annually provide the Owner, on the anniversary date of the School’s liability insurance renewal, with a certificate of insurance naming the Owner as additional insured as it respects liability the Owner incurs as a result of the operations of the School on the Premises. The School agrees to provide thirty (30) days advance written notice to the Owner for any reduction of coverage or cancellations.
- 4.3 The Owner shall not be responsible for the School’s personal property or fixtures located in the Premises.
- 4.4 The School agrees to comply with any insurance regulations promulgated by the State of Illinois.
- 4.5 The School shall at all times maintain the Premises in a clean, neat and orderly condition.

- 4.6 The School shall not use the Premises or any part thereof, or permit any part of the Premises to be used, or permit any act whatsoever to be done on the Premises, in a manner that will violate or make void or inoperative any policy of insurance held by the Owner or the School.
- 4.7 The School shall not keep or permit to be kept at, in or about the Premises any gasoline, distillate or other petroleum product, or any other substance or material of an explosive or inflammable nature, in such quantities as may endanger any part of the Premises without the written consent of all insurance companies carrying fire or rent insurance on all of the building within the Premises or any part thereof, or do any act or engage in any conduct which shall cause an increase in the fire insurance rates covering such building over those charged for uses of the type and character permitted to the School under this Agreement.
- 4.8 The School shall not permit the Premises or any part thereof to be used in any manner that will impair the structural strength thereof or permit the installation of any machinery or apparatus the weight or vibration of which may tend to injure or impair the foundations or structural strength thereof.
- 4.9 The School shall not burn or incinerate any rubbish, garbage or debris at, in or about the Premises, and shall cause all containers, rubbish, garbage and debris accumulated therein to be stored within the dumpsters provided by the Owner. The Owner shall arrange for and pay for the pick-up of garbage and refuse.

Article 5. Termination and Default.

- 5.1 The Agreement may be terminated at the option of the Owner on or before December 1st of the academic year prior to the academic year in which such termination shall take effect for any of the following reasons: (i) in the reasonable opinion of the Owner, the School is not organizationally viable; or (ii) in the opinion of the Owner, the School's academic performance does not meet the student goals and objectives established between the Owner and the School.
- 5.2 If the School defaults in the payment of the User Fee or other payments due hereunder, and the School does not cure the default within five (5) days after demand for payment of such sums due, or if the School defaults in the prompt and full performance of any other provisions of this Agreement, and the School does not cure the default within twenty (20) days after written demand by the Owner that the default be cured (unless the default involves a hazardous condition, which shall be cured forthwith upon the Owner's demand), the Owner may terminate this Agreement, in which event the term of this Agreement shall end, and all rights of the School hereunder shall expire on the termination date. If this Agreement terminates pursuant to a default by the School hereunder, the Owner may immediately enter upon and repossess the Premises and seek any remedies allowable under the laws of the State of Illinois. The Owner shall have the right to accelerate the entire balance of the User Fee and other charges multiplied by the number of months which would have constituted the balance of the term, which amount shall be deemed due and payable as if, by the terms and provisions of this Agreement,

such amount was on that date payable in advance, and to take such action as is necessary to recover the entire remaining unpaid User Fee and other charges.

- 5.3 If the Owner defaults in the prompt and full performance of its obligations under the provisions of this Agreement, and the Owner does not cure the default within twenty (20) days after written demand by the School that the default be cured (unless the default involves a hazardous condition, which shall be cured forthwith upon the School's demand), the School may terminate this Agreement, in which event the term of this Agreement shall end, and all rights of the Owner hereunder shall expire on the termination date.
- 5.4 In the event either party is required to seek judicial relief for the enforcement of this Agreement, the prevailing party shall be entitled to recover, in addition to any other sums due, all reasonable expenses and attorneys' fees including pretrial, trial, and appellate proceedings incurred by the prevailing party in enforcing any obligations or any remedies hereunder.

Article 6. Vacating the Premises.

- 6.1 Upon the expiration of the term or effective termination date of this Agreement, the School will surrender and deliver up the Premises in as good clean order, condition and repair as of the date of execution hereof, reasonable use and natural wear and tear excepted.
- 6.2 All personal property of whatever kind or nature in the Premises that is owned, or paid for by the School, shall remain the property of the School, and upon vacating the Premises, the School shall remove such property at the School's expense. Fixed personal property shall be removed at the request of the Owner, and the School shall restore the Premises to good condition, equivalent to the condition of the Premises at the commencement of the School's use, subject to ordinary wear and tear.
- 6.3 All the Owner's property must remain in the Premises; however, if that property shall have been damaged by fire or other casualty attributed to the School, it shall be repaired or replaced at the School's expense.

Article 7. Uninhabitable Space and Alterations.

- 7.1 In the event of partial damage or destruction of the Premises the School shall continue to utilize the Premises for the operation of its business to the extent that it may be practicable to do so and the User Fee shall be abated to the extent the Premises cannot be used by the School.
- 7.2 Either party hereto shall have the right to terminate this Agreement if, during the last six (6) months of the term hereof, the Premises are damaged to an extent exceeding one-third (1/3) of the then reconstruction cost of such restored building as a whole; provided that, in such an event, such termination of this agreement shall be effected by written notice to

that effect to the other party delivered within thirty (30) days of the happening of such casualty causing the damage.

- 7.3 If the Premises shall, either prior to the beginning of or during the term hereof, be damaged or destroyed by fire or by any other cause whatsoever beyond the School's control, the Owner, except as hereinafter otherwise provided, shall immediately on receipt of insurance proceeds paid in connection with such casualty insurance, but in no event later than one hundred twenty (120) days after such damage has occurred, proceed to repair or rebuild same, including any additions or improvements made by the Owner or by the School with the Owner's written consent, on the same plan and design as existed immediately before such damage or destruction occurred, subject to such delays as may be reasonably attributable to governmental restrictions or failure to obtain materials or labor, or other causes whether similar or dissimilar, beyond the control of the Owner. Materials used in repair shall be nearly like original materials as may be reasonably procured in regular channels of supply. Whenever a strike, act of God or cause, beyond the power of the party affected to control, causes delay, the period of such delay so caused shall be added to the period limited in this Agreement for the completion of such work, reconstruction or replacement.
- 7.4 During the making of repairs, the User Fee will be abated on a pro rata basis to reflect the portion of the Premises that are unusable.
- 7.5 If the Owner shall be obligated to repair or restore the Premises under the provisions of Section 7.3 and shall not commence such repair or restoration within one hundred twenty (120) days after such obligation shall accrue as provided in Section 7.3, the School may at the School's option cancel and terminate this Agreement as of the date of occurrence of such damage by giving the Owner written notice of the School's election to do so at any time prior to the commencement of such or repair or restoration.
- 7.6 The School will not alter or paint the Premises without the written consent of Owner. Upon termination of this Agreement, unless the Owner has otherwise consented in writing, all improvements installed in the Premises at any time, whether by or on behalf of the School by the Owner, shall remain on the Premises. Title thereto shall vest solely in the Owner without payment of any nature to the School.
- 7.7 The School shall indemnify the Owner and the Premises and all improvements placed thereon against all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising directly or indirectly out of or by reason of any work or activity of the School personnel on the Premises, and shall forthwith and within fifteen (15) days after the filing of any lien for record fully pay and satisfy the same, (or otherwise protect the Owner's interests) and shall reimburse the Owner for all loss, damage and expense, including reasonable attorneys' fees, which it may suffer or be put to by reason of any such claims of lien, demands, charges, encumbrances or litigation. In the event the School shall fail to pay and fully discharge any claim, lien, claims of lien, demand, charge, encumbrance or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, the Owner shall have the right, at its option, at any time after

the expiration of such fifteen (15) day period, to pay the same or any portion thereof, with or without the costs and expenses claimed by such claimant, and in making such payment the Owner shall be the sole judge of the legality thereof. All amounts so paid by the Owner shall be repaid by the School to the Owner on demand, together with interest thereon at the rate of twelve (12%) per annum, from the date of payment by the Owner until repayment is fully made.

Article 8. Emergency.

- 8.1 In an emergency, as determined by the Owner, in the Owner's sole discretion, the Owner reserves the right to temporarily interrupt the School's use of the Premises or part thereof, and such interruption shall not be deemed a breach of this Agreement.
- 8.2 Each party shall immediately inform the other party of any health and/or safety emergency.
- 8.3 Each party shall immediately notify the other party of any serious incidents that take place in the Premises or part thereof where the police, fire department or the paramedics are involved. This includes but is not limited to incidents of physical or sexual abuse, bomb threats, weapons brought to school, and the possession or sale of narcotics. Both parties shall cooperate in all investigations involving incidents or wrongdoings that occur on or near Property.

Article 9. Compliance with Laws and Regulations.

- 9.1 Each party agrees to comply with all required approvals, laws, regulations, orders and requirements of federal, state and local governmental authorities having jurisdiction over the Premises and its activities, including the provisions of the Americans with Disabilities Act and mandated child abuse reporting. The School shall comply with all the Owner's regulations and directives affecting its operations that involve the health, safety or welfare of its community. The School shall be solely responsible for obtaining all state and local permits and approvals for the operation of its business on the Premises.
- 9.2 The School shall not permit any activity in or about the Premises or part thereof that might impair the proper functioning of building systems or threaten the exterior or structural elements of the building, Premises or Property.
- 9.3 No vending machine shall be installed without the express written approval of the Owner.
- 9.4 If a violation is issued against the Premises due to either party's acts or omission by an agency of jurisdiction, that party shall be responsible for paying the costs to cure said violation within thirty (30) days of issuance and pay all costs related thereto, included but limited to the cost for said violation. If the responsible party fails to cure said violation within thirty (30) days, the other party may cure said violation and charge the responsible party for all costs related thereto and the responsible party shall pay the other party within ten (10) days from the written demand therefor.

Article 10. Press Access.

- 10.1 No news or other media organization shall be allowed in the Premises without written notification to and written consent of the Owner.

Article 11. Indemnification and Liability.

- 11.1 In connection with the use of the Premises, the School shall defend, indemnify and save the Owner, and its officers, agents, representatives and employees harmless from and against any and all claims, liability, losses, damages, expenses, suits and judgments of any nature arising from injuries to any persons or property during the term of this Agreement resulting from the School's acts, omissions, negligence or misconduct, or those of any of the School's employees, students, agents, invitees or contractors, in connection with its use, access and occupancy of the Premises that are not the result of the Owner's negligence or intentional act. the Owner shall defend, indemnify and save the School, and its officers, agents, representatives and employees harmless from and against any and all claims, liability, losses, damages, expenses, suits and judgments of any nature arising from injuries to any persons or property during the term of this Agreement resulting from the Owner's acts, omissions, negligence or misconduct, or those of any of the Owner's employees, agents, invitees or contractors, in connection with its use, access and occupancy of the Premises that are not the result of the School's negligence or intentional act.
- 11.2 The School shall be responsible for any and all acts of vandalism or mischief by its personnel, or invitees to the Premises. The Owner shall be responsible for any and all acts of vandalism or mischief by its personnel.
- 11.3 The Owner shall not be liable to the School for any damage or injury to the School or the School's property occasioned by any defect of plumbing, heating, air cooling, air conditioning equipment and ducts, electrical wiring or insulation thereof, gas pipes, or steam pipes, fire suppression system or from broken steps, or from the backing-up of any sewer pipe, or from the bursting, leaking, or running of any tank, tub, washstand, toilet, or waste pipe, drain, or any other pipe or tank in, on, or about the Premises, or from the escape of steam or hot water from any boiler or radiator, or for any such damage or injury occasioned by water being on or coming through the roof, stairs, walks, doors or any other place on or near the Premises, or for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, or for any such damage or injury caused by wind or by the act, omission, or negligence of co-occupants or of other persons, occupants of the building or of contiguous property, unless such damages or injury is solely due to the Owner's negligence or willful act.
- 11.4 All claims against the Owner for any damage or injury as provided in Section 11.3 hereinabove are hereby expressly waived by the School, unless such damages or injury is solely due to the Owner's negligence or willful act.

Article 12. Waiver.

- 12.1 No provision of this Agreement shall be deemed to be waived by either party, unless specifically waived in writing and signed by the other party.
- 12.2 One or more waivers by either party of any covenant or condition hereof shall not be construed as a waiver of a subsequent failure to comply by the other party with the same, or any other, covenant or condition. The consent or approval by a party of any act by the other party shall not be construed to waive or render unnecessary any consent or approval required.

Article 13. Access by the Owner.

- 13.1 The Owner or its agent(s) shall have the right to enter and/or pass through the Premises or any part thereof at any time (a) for the purpose of making repairs in or to the Premises as allowed by this Agreement or required by law or emergency, (b) to evaluate whether or not the School is meeting the terms and conditions set forth herein or (c) for any other purposes deemed necessary in the Owner's sole discretion.

Article 14. Merger, Modification, Law, Notices, Invalid Provisions.

- 14.1 This Agreement contains the sole and entire Agreement and understanding of the parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.
- 14.2 This Agreement shall be governed by and construed according to the laws of the State of Illinois and may not be modified except in writing upon mutual consent of the parties.
- 14.3 All notices required to be given hereunder shall be in writing and, if to the Owner shall be addressed to:

Cunningham Children's Home
P.O. Box 878
Urbana, Illinois 61803-0878
Attention: Marlin Livingston, President/CEO

Notice shall be given to the School at the following address:

Urbana School District #116
205 N. Race Street
Urbana, Illinois 61802
Attention: Donald Owen, Superintendent

Notices may be hand-delivered, via overnight delivery by a nationally recognized courier service or via certified or registered mail, postage prepaid with return receipt requested.

Notices and demands shall be deemed to have been given (i) upon the date of the executed return receipt if sent by certified or registered mail, provided that if delivery cannot be made or if any party shall refuse delivery, notices shall be deemed given when mailed; (ii) upon delivery if personally delivered or delivered by overnight courier service; and (iii) upon posting if posted to the Premises.

- 14.4 The Owner hereby authorizes the School to use the Premises in a manner consistent with this Agreement and the Owner's rules. The School acknowledges that the final authority with respect to the use of the Premises rests solely within the discretion of the Owner. This Agreement is not intended as a lease or license of real property but as a voluntary consent to non-exclusive use of the Owner's facility on the Premises. The School acknowledges that the Owner has responsible oversight over all the Owner's buildings and sites on the Property, and the School agrees to comply with all directives and rules and regulations regarding the use of the Premises.

Article 15. Assignment.

- 15.1 The School shall not assign its rights or delegate its duties under this Agreement or permit any other entity to use the Premises or any part thereof.

Article 16. Miscellaneous.

- 16.1 Holding over and continuation of any business by the School after the expiration of the term hereof shall be considered to be a renewal or extension of this Agreement (on a day-to-day basis) unless written approval of such holding over and a definite agreement to such effect is signed by the Owner defining the length of such additional term. Any holding over without the consent of the Owner shall be considered to be a day-to-day use at a fee of one hundred twenty-five per cent (125%) of the daily rate of the fixed minimum monthly User Fee provided herein, computed on the basis of a thirty (30) day month.
- 16.2 The Owner may perform any obligation of the School which the School has failed to perform after the Owner has sent a written notice to the School informing it of its specific failure. The School shall then reimburse the Owner on demand for any expenditures thus rightfully incurred.
- 16.3 In the event that there is a strike, riot, shortage of material, restrictive governmental regulation, acts of God, or other similar cause beyond the control of the Owner preventing the Owner from performing its obligations under this Agreement, it shall not constitute a breach or other violation of this Agreement for so long as the Owner is prevented by such act from performing hereunder.
- 16.4 In the event there is a failure of a utility company to provide water, heat, gas, electricity or other natural power, there shall be no liability on the part of the Owner or reduction of the User Fee therefor.

- 16.5 If any term or provision of this Agreement is held invalid or unenforceable, such holding shall not affect the remainder of this Agreement and the same shall remain in full force and effect unless such holding substantially deprives the School of the use of the Premises set forth herein or the Owner of the fees herein reserved, in which event this Agreement shall forthwith terminate as if by expiration of the term hereof.
- 16.6 This Agreement and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- 16.7 Time is the essence of this Agreement.
- 16.8 The language used in this Agreement shall be deemed to be the language approved by all parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party.
- 16.9 This Agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[the remainder of this page intentionally blank- signatures to follow]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the date, month and year set forth hereinabove.

OWNER:

SCHOOL:

CUNNINGHAM CHILDREN'S HOME
OF URBANA, ILLINOIS, an Illinois
not-for-profit corporation

URBANA SCHOOL DISTRICT #116,
A Public School District

By: _____
Marlin Livingston, President/CEO

By: _____
Donald Owen, Superintendent

Exhibit A
[Property and Premises]

Exhibit B
[Shared Use Schedule]

Exhibit C

[User Fee and Payment Schedule]