

ROSEMONT THEATRE LICENSE AGREEMENT

This License Agreement is entered into this 6th day of December 2010, by and between the Village of Rosemont, (hereinafter referred to as the "Licensor"),

and

Glenbrook South High School
4000 Lake Street
Glenview, IL 60025-1271

(hereinafter referred to as the "Licensee").

W I T N E S S E T H:

WHEREAS, Licensee desires to obtain a license which will allow Licensee to use and occupy the Rosemont Theatre for the purpose of conducting a meeting or similar event known as

**Glenbrook South High School
Commencement "2011"
June 5, 2011 – 3pm**

Said meeting is hereinafter referred to as "the Meeting". The term Meeting shall be construed to include all presentations, seminars, lectures and the like given or supervised by Licensee, and

WHEREAS, Licensor owns operates and manages the Rosemont Theatre and has the authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Licensor and Licensee agree as follows:

1. LICENSED SPACE

(a) Licensor grants to Licensee the right to use all the areas of the Rosemont Theatre, which Licensor deems necessary for the Meeting to occur, including such dressing rooms and storage areas as are reasonably required for conducting the Meeting. These areas are hereinafter referred to as the Licensed Space. Licensee agrees to conduct the Meeting in the Rosemont Theatre on the dates and at the times specified in Section 2 of this Agreement.

(b) Licensee shall not make alterations or improvements to the Licensed Space or the Rosemont Theatre without the prior written approval of the Licensor. Any improvements or alterations that may be made by Licensee to the Licensed Space or the Rosemont Theatre shall be undertaken and completed in compliance with all applicable federal,

state and local ordinances, laws, rules and regulations and in accordance with any recommendations or requirements of Licensee's and Licensor's insurance carriers.

(c) Licensor has not made any promise or agreement to alter, remodel or improve the Licensed Space or the Rosemont Theatre; and has made no representations regarding the condition of the Licensed Space or the Rosemont Theatre unless such promise, agreement, or representation is contained in this Agreement.

2. USE DATE AND TIME

(a) The use of the Licensed Space by Licensee shall begin at 3:00pm on June 5, 2011 for the purpose of conducting the SHOW/MEETING and shall end at 5:30pm on June 5, 2011.

(b) Move-in time for the purpose of setting up any and all equipment, exhibits or scenery which may be necessary for the presentation of the Meeting and/or for holding rehearsals shall begin at 8:00am o'clock on June 5, 2011.

(c) Licensee must remove its equipment, scenery and other property from the Rosemont Theatre and vacate the Rosemont Theatre no later than 5:30pm o'clock on June 5, 2011.

(d) The period which begins at 8:00pm o'clock on June 5, 2011 and ends at 5:30pm o'clock on June 5, 2011 is hereinafter referred to as the "Use Date(s)".

(e) Licensee shall use the Licensed Space for the purpose of setting up for, rehearsing and conducting the Meeting and for no other purpose.

(f) Licensee shall have access to the Licensed Space on the Use Date(s) during the periods from 8:00 a.m. until 11:59 p.m. provided that a duly designated employee or other representative of the Licensor is present in the Rosemont Theatre. If Licensee desires access to the Licensed Space at other times such access shall be provided at the discretion of the Licensor and then, only if Licensee agrees to pay any costs and expenses incurred by Licensor in providing such access.

(g) Licensee shall indemnify and hold the Licensor harmless from any loss or liability resulting from Licensee's failure to fully vacate the Licensed Space at the end of the Use Date(s), including, but not limited to, consequential damages.

3. FEE

(a) Licensee agrees to pay Licensor a license fee of \$21,000.00 for the use of the Licensed Space.

(b) Licensee further agrees to pay Licensor \$ 500.00 Per hour for every hour or fraction thereof after 11:59 P.M. o'clock on June 5, 2011, during which the Licensee has not fully vacated the Licensed Space.

4. DEPOSITS

(a) Licensee agrees to pay \$N/A with the return of this signed Agreement as a non-refundable deposit. Licensee further agrees that additional non-refundable deposits will be made as follows:

\$10,500.00 no later than April 8, 2011

\$10,500.00 no later than May 6, 2011

Licensee agrees to make all such deposits by a certified check or cashier's check that is payable to the order of the Rosemont Theatre.

(b) Licensee further agrees that upon receipt of written notice from Licensor it will make additional deposits with Licensor of such sums that Licensor feels are necessary to cover the reimbursable costs set forth in Section 5(b) and 5(c) which Licensor reasonably anticipates it will incur on behalf of Licensee in regard to the presentation of the Meeting.

5. REIMBURSABLE COSTS

(a) Licensee shall provide Licensor with a complete list of all personnel, equipment and services which Licensee desires Licensor to provide along with the time of day that they will be required. This complete list shall be delivered to the Operations Manager of the Rosemont Theatre no later than 5:00pm o'clock on May 6, 2011.

(b) Licensee agrees that it will reimburse the Licensor for the costs the Licensor incurs in supplying the following personnel, equipment and services for the Meeting.

Sound Production: included in rent
Light Production: included in rent
Ushers: included in rent
Stagehands: included in rent
Projectionists: included in rent

Electrician: included in rent
Teamsters and Loaders: included in rent
Wardrobe: N/A
Musicians: N/A
Related Payroll Taxes: included in rent
Security-Public Areas: included in rent
Security-Backstage: included in rent
Security-Overnight and other Special Security: N/A
Telephone: N/A
Hi Speed Internet Connection:N/A
Additional Reimbursable Expenses: TBD

FULL EXPENSES TO BE DETERMINED AT A LATER DATE.

(c) Licensee further agrees to reimburse Licensor for any costs incurred by Licensor which are not specified in Section 5(b) that are incurred on behalf of Licensee as a result of the conducting of the Meeting without regard to whether such costs are incurred by Licensor before, during or after the Use Date(s). Licensor shall immediately notify Licensee that it is necessary for Licensor to incur additional costs for which reimbursement from Licensee will be required and, if time permits, notice shall be made in writing to the Licensee. Licensee shall be permitted to disapprove the incurring of such additional costs. However, Licensor shall have the right to incur costs despite Licensee's disapproval where the costs are incurred for the purpose of insuring the safety and well being of persons in or around the Rosemont Theatre or for the protection of property in and around the Rosemont Theatre. Licensee shall be required to reimburse Licensor for all such costs incurred by Licensor despite Licensee's disapproval. Unless otherwise agreed, Licensor shall have the sole discretion to select the personnel of Licensor who will be providing the services set forth in Section 5(b) and to determine their qualifications.

6. PAYMENT FOR DAMAGES

(a) Licensee agrees to leave the Licensed Space in the same condition that it is in at the commencement of the Use Date(s), ordinary wear excepted.

(b) Licensee agrees to pay the cost of repairing or replacing any and all damage to any equipment or other property owned by Licensor and to pay the cost of repairing or replacing any and all damage to the Rosemont Theatre which occurs as a direct or indirect result of conducting the Meeting at the Rosemont Theatre. Such damages include but are not limited to damages that are caused by persons who attend the Meeting.

7. TICKETS AND TICKET SALES

Unless otherwise agreed by Licensor, the Meeting shall not be open to the general public. Licensee shall have the right to issue tickets or other forms of admission certificates

which are intended to identify the bearer as a person entitled to attend the entire Meeting, or any particular specified portion thereof. Licensee shall also have the right to issue passes or other forms of identifications to its employees and agents for the purpose of identifying such persons as persons who are entitled to have access to the Licensed Space, before or during the Meeting or any particular specified portion thereof. Licensee shall furnish Licensor with a facsimile of the form of any ticket, certificate or pass issued by Licensee that is intended to permit a person to have access to the premises of the Rosemont Theatre in connection with the Meeting. Unless otherwise agreed, Licensor shall not be responsible for issuing tickets for the Meeting or providing a box office or any other facility for the issuance of tickets for the Meeting.

8. LIEN

Licensor and Licensee agree that Licensor shall have a lien against all property of Licensee located within the Rosemont theatre for (1) taxes, if any, which are due and which must be paid by Licensor as a result of the conducting of the Meeting, (2) any unpaid license fees, (3) any unpaid reimbursable costs, and (4) any other monies which are due from Licensee to Licensor under this Agreement.

9. SETTLEMENT

The actual amounts due from the Licensee to the Licensor for (1) the remainder, if any, of the license fee under Section 3, (2) reimbursable costs under Section 5, and/or (3) damages under Section 6 shall be paid by the Licensee to the Licensor no later than 5:00pm o'clock on June 5, 2011, unless otherwise agreed in writing.

10. CANCELLATION

(a) If Licensee cancels the Meeting or any portion of the Meeting, no part of any deposit that has been made pursuant to this Agreement shall be refunded. In addition, Licensee agrees to pay Licensor any reimbursable costs under Section 5 which have been incurred by Licensor in connection with the Meeting prior to Licensor's actually receiving notice of cancellation, less the amount of any deposits that have been made to cover such reimbursable costs.

(b) Notwithstanding the provisions of Section 10(a), if, after cancellation by Licensee, another event is held in the Rosemont Theatre during the Use Dates(s), then the Licensor shall pay to Licensee an amount equal to any deposits made by Licensee less any costs incurred by Licensor in respect to the Meeting.

11. PERMITS AND LICENSES

Licensee agrees to obtain all licenses or permits which are necessary for

conducting the Meeting and to promptly pay all permit fees or license fees.

12. ADVERTISING

(a) All advertising and promotion of the Meeting shall be the sole responsibility and obligation of the Licensee.

Licensee agrees that all advertising for the Meeting will be true and accurate.

(b) All references made in any advertising to the Licensed Space shall refer to the facility where the Meeting is being presented as the "Rosemont Theatre" or such other name as may be designated in writing by the Licensor.

(c) Licensor shall have the right to display its own advertising and other materials in and around the Rosemont Theatre. All advertising space within the Rosemont Theatre or on adjacent premises which are owned by the Licensor is the exclusive property of the Licensor and all revenues or other income received from such advertising space shall be the sole property of the Licensor.

(d) Licensee shall not distribute any printed matter, other than programs, pamphlets, display advertising, seminar or lecture handouts, or other materials which relate to the Meeting or to Licensee's business.

13. PERFORMANCE APPROVAL

(a) Licensor retains the right to disapprove of any performance, exhibition or entertainment which is to be offered as part of the Meeting. Licensee agrees that no performer, performance, exhibition or entertainment shall be presented as part of the Meeting if Licensor files a written objection to the performer, performance, exhibition or entertainment based on either the grounds (1) that it is illegal, (2) that it fails to comply with representations made in advertising the Meeting, or (3) that it violates restrictions imposed on the content of the Meeting which are agreed to by Licensor and Licensee at the time of the execution of this Agreement.

(b) If the Meeting must be canceled pursuant to this section, then payments shall be made by Licensee to Licensor as provided in Sections 3, 5 and 6.

14. LICENSEE'S PERSONNEL AND EQUIPMENT

(a) Except as set forth in Section 5(b), Licensee shall be responsible for furnishing at its sole cost and expense, all equipment and personnel necessary to conduct the Meeting, including, but not limited to speakers, presenters, emcees, actors, musicians, singers, dancers, any and all other personnel, scenery, props, sound and lighting equipment not supplied by Licensor pursuant to Section 5(b) and any and all musical instruments.

(b) Equipment and personnel shall be brought into and taken out of the Rosemont Theatre only at such entrances and exits as are designated by Licensor.

(c) Any artisans or workmen employed by Licensee may be refused entrance to or ejected from the Rosemont Theatre by Licensor for non-compliance with any provision of this Agreement or for engaging in conduct which Licensor deems to be objectionable or improper without Licensor incurring any liability for such refusal or ejection.

(d) Licensor shall have the right to remove from the Rosemont Theatre or refuse to allow in the Rosemont Theatre any equipment which Licensor determines constitutes a hazard to the safety or health of persons in and around the Rosemont Theatre or constitutes a hazard to the preservation of property located in or around the Rosemont Theatre.

(e) Licensor shall have the right to remove any and all property belonging to Licensee which is not removed from the Licensed Space of the Rosemont Theatre at the end of a Use Date(s), at Licensee's expense. Licensor shall have no liability of any kind to Licensee as a result of Licensor's removal of Licensee's property pursuant to this section.

15. CONCESSIONS

(a) Licensor reserves certain concession and catering rights. Licensor shall have the right to sell or provide food and non-alcoholic beverages at appropriate times and at appropriate locations in the Licensed Space before, during and after sessions of the Meeting. For purposes of this section, Licensor concessions are limited to food and non-alcoholic beverages. Licensor may sell alcoholic beverages before, during and after sessions of the Meeting only with the consent of the Licensee, which may be withheld in the sole discretion of the Licensee.

(b) Licensee shall have the right to sell or otherwise distribute in booths, to be furnished by Licensee, in the Licensed Space at appropriate times and places such items as are approved by the Licensor and which relate to the Licensee, including but not limited to printed and recorded media related to the Meeting (including books, brochures, pamphlets, recordings, computer software and the like), and clothing items (shirts, sweatshirts and aprons, etc.) which bear the trademark of the Licensee. The design and construction materials used in any sales booths shall not constitute a hazard to persons or property and shall be subject to the approval of Licensor for compliance with any applicable laws, codes, rules and regulations. Licensor shall determine where the sales booths shall be located and may limit the number of sales booths. Licensee shall determine the times when items may be sold at the sales booths subject to the approval of the Licensor.

(c) Licensee shall pay all printing and other costs related to any brochures, instructions and the like which may be distributed or offered for sale in connection with the conducting of the Meeting.

16. FREE SAMPLES, SOLICITATION

Licensee shall have the right to distribute printed material related to the Meeting. Licensee shall have the right to distribute gifts and samples to persons attending the Meeting as are approved by Licensor. Except as provided in the forgoing sentence and in Section 15(b) of this Agreement, no other items shall be sold or distributed in or around the premises of the Rosemont Theatre without the prior written permission of the Licensor.

17. PARKING

Licensor shall provide Licensee with the right to use and occupy 25 parking spaces, free of charge, in a parking lot adjacent to the Rosemont Theatre on the Use Date(s). Licensor may require those persons operating motor vehicles who intend to use a parking space that is provided free of charge to display a parking pass to be provided by Licensor. Except as otherwise provided in this section, the Licensor may charge a fee for the privilege of parking a motor vehicle in the parking lots owned by Licensor that are located adjacent or near to the Rosemont Theatre during all or a portion of the Use Date(s).

18. INTERMISSIONS

Licensee shall have the discretion of scheduling any intermissions subject to the reasonable approval of Licensor.

19. ANNOUNCEMENTS

Licensor shall have the right to make announcements needed to assure and protect the safety of persons and property in and around the Rosemont Theatre at any time Licensor deems necessary. Licensee agrees that it will cooperate with Licensor whenever Licensor deems it necessary to make such announcements.

20. COPYRIGHTED MATERIAL

(a) Licensee shall pay all royalties, license fees and any other costs arising from the Licensee's use of patented, trademarked, franchised or copyrighted music, dramatic rights, devices, processes, or other materials, during or in connection with the conducting or advertising of the Meeting.

(b) Licensee shall indemnify, defend and hold the Licensor harmless from any and all damages, claims, or costs including attorneys' fees which result from the use of any device, process or material in connection with the conducting or advertising of the Meeting which is or which is alleged to be patented, trademarked, franchised or copyrighted.

21. OCCUPANCY INTERRUPTION OR TERMINATION

(a) If the Licensed Space or any part thereof is not available for use by the Licensee for reasons beyond the control of the Licensor and Licensee including, but not limited to, damage or destruction from fire, weather, or other casualty, requisition of the Licensed Space by a governmental agency other than the Village of Rosemont, labor strikes or boycotts, then this Agreement shall terminate.

(b) Licensee shall indemnify and hold the Licensor and its employees harmless against any and all claims arising out of the cancellation or termination of the Meeting, provided that such cancellation or termination is not due to the fault, act or omission of the Licensor, its agents or employees, unless such cancellation or termination was reasonably necessary to preserve or prevent damage or injury to property or persons. Licensee shall also pay to Licensor the amount of all reimbursable costs provided for under Section 5 which were incurred either before the termination or cancellation or which were reasonably necessary to incur after the termination and cancellation.

(c) Licensee shall have no claim for damages or other compensation should this Agreement be terminated pursuant to Section 21(a). If a session of the Meeting has not started prior to the time of termination, then if the Agreement is terminated pursuant to Section 21(a), Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination. If one or more sessions of the Meeting have been completed at the time this Agreement is terminated pursuant to Section 21 (a), then Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination and an amount equal to the percentage of the license fee allocable for those sessions of the Meeting which were completed at the time the Agreement is terminated.

(d) Licensor shall have the right to interrupt or terminate the Meeting if such interruption or termination is necessary to protect the safety of persons and property in and around the Rosemont Theatre. The reasons for which the Licensor may interrupt or terminate the Meeting pursuant to this Section include, but are not limited to, bomb threats, fire, acts by persons participating in the sessions of the Meeting, and acts by persons attending the Meeting.

(e) If Licensor in its sole discretion determines that the reason the Meeting was interrupted or terminated under Section 21(d) was not the responsibility of the Licensee, then Licensee may retain possession of the Licensed Space for sufficient time to complete the Meeting unless Licensor has committed the Licensed Space for the additional time needed to complete the Meeting to another licensee. Licensee shall be responsible for any and all reimbursable costs which are incurred by Licensor during any additional time used by Licensee under this Section.

(f) If Licensor in its sole discretion determines that the reason or cause for an interruption or termination under Section 21(d) is not the responsibility of Licensee, and it is not possible for Licensee to complete the Meeting, then the license fee provided for in Section 3(a)

shall be prorated or adjusted. Licensee, however, shall continue to be liable for all other payments due Licensor under this Agreement.

(g) If Licensor determines that the Licensee is responsible for an interruption or termination of the Meeting under Section 21(d), then Licensee shall continue to be liable for and shall make all payments which are provided for in this Agreement.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies and shall comply with all rules and regulations which govern the use and occupancy of the Rosemont Theatre, including, but not limited to, the rules restricting smoking on the Rosemont Theatre premises and relating to the stacking of speakers which are set forth in the Addendum to this Agreement. Licensee will not allow or permit anything to be done within or around the Rosemont Theatre which violates any such laws, ordinances, rules and regulations.

23. CONTROL OF FACILITY AND LICENSOR'S RIGHT TO ENTER

(a) In permitting Licensee to use the Licensed Space as provided in this Agreement, Licensor does not relinquish the right to exercise control over the Rosemont Theatre including the Licensed Space and to enforce all laws, rules and regulations.

(b) Licensor reserves the right to eject or cause to be ejected from the Rosemont Theatre any person that Licensor deems to be objectionable. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee because of the exercise of its right to eject objectionable persons.

(c) Licensor's officers, employees, agents, concessionaires, and Licensor's concessionaires' servants, employees and agents shall at all times have access to the Licensed Space in accordance with and upon presentation of passes issued to them by Licensor.

24. PUBLIC SAFETY

Licensee and its agents and employees shall conduct themselves at all times in a manner which will not endanger persons or property in and around the Rosemont Theatre. Licensee, its agents and employees will observe and abide by all requests made by or on behalf of Licensor, the Village of Rosemont Department of Public Safety or any other governmental agency whose duty it is to preserve and protect persons and property in and around the Rosemont Theatre.

25. BROADCASTING RIGHTS

There shall be no radio or television broadcast of the Meeting, nor shall any radio or television broadcast originate from the Rosemont Theatre during the Use Date(s) without the prior written permission of the Licensor. Such permission may be conditioned upon Licensee furnishing and installing at its sole cost and expense, all equipment necessary for the broadcasting and removing all such equipment following the conclusion of the broadcast, and/or upon the payment of a fee by Licensee to Licensor.

26. RECORDING

Licensee may make visual or audio recordings of sessions of the Meeting for use by Licensee and Licensee's employees without the written permission of the Licensor. Licensee may make visual or audio recordings of sessions of the Meeting for use by persons other than the Licensee and Licensee's employees provided that if such recording contains material which identifies or refers to the Rosemont Theatre, the Licensee must obtain the approval of Licensor prior to distributing the recording to persons other than Licensee's employees. Any costs incurred by Licensor as a result of the recording of any portion of the Meeting shall constitute a reimbursable expense of purposes of this Agreement. Licensor may require Licensee to make an advance payment equal to the estimated amount of such costs.

27. PROPERTY OF LICENSEE AND THIRD PERSONS

(a) Any and all property which is owned by Licensee or is under Licensee's custody or control shall be kept at the Rosemont Theatre at Licensee's own risk. Licensor shall have no liability whatsoever if any such property is damaged, destroyed or lost, regardless of cause while it is located on the premises of the Rosemont Theatre.

(b) Licensor will accept delivery of property at the Rosemont Theatre which is addressed to Licensee but shall do so only as a service to Licensee. Licensee will indemnify and hold the Licensor harmless for any loss or damage to any such property.

(c) Except to the extent that any claim is covered by the insurance which is provided under Section 28, Licensee shall indemnify and hold harmless Licensor from any claims made by any third party or costs related to claims made by any third party including attorneys' fees for loss or damage to third party property located in the Rosemont Theatre which occurs on the Use Date(s).

28. INSURANCE

(a) Licensee at its own cost and expense shall provide and keep in full force and effect during the Use Date(s) the following types of insurance policies with limits not less than the amounts specified below:

- (I) Workers' Compensation and As required by law
Employers' Liability

- (ii) Comprehensive General Liability
including Personal Injury Groups
A, B, and C with Exclusion C deleted
including Contractual Liability Endorsement
Bodily Injury Including Death
 - \$1,000,000 each person
 - \$1,000,000 each occurrence

- Property Damage \$1,000,000 each occurrence

Licensors must be named as an additional insured under the Comprehensive General Liability Insurance Policy. The Comprehensive General Liability Insurance Policy may consist of primary and umbrella coverages and must cover the Rosemont Theatre and adjacent premises owned by the Licensor. Licensee must provide Licensor with certificates of insurance not less than thirty (30) days prior to the Use Date(s) which show that it has obtained the required insurance coverage from financially sound and reputable insurance companies. Such certificates of insurance must provide that the insurance coverage described in the certificate will not be canceled unless Licensor is given at least ten (10) days written notice.

(b) Licensee shall not perform any act or omission or permit or suffer the performance of any act or omission which may reasonably result in either the cancellation or invalidation of any insurance policies maintained by Licensor or an increase in the premiums Licensor is required to pay for such insurance policies.

(c) Licensor shall upon request provide Licensee with information as to the type and limits of the insurance coverage which Licensor has obtained that is applicable to the Rosemont Theatre.

29. INDEMNIFICATION FOR ACTS AND OMISSIONS BY LICENSEE,
LICENSEE'S AGENTS, EMPLOYEES AND INDEPENDENT
CONTRACTORS

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and Licensor's agents, officers and employees from and against all claims, judgments, damages, losses and expenses, including but not limited to attorneys' fees, which result directly or indirectly from the negligent or the reckless or willful acts or omissions of Licensee or Licensee's agents, officers and employees or independent contractors hired by the Licensee, and the Licensee shall at its own expense appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith and

if any judgement shall be rendered against Licensor or against Licensor's agents, officers or employees, then Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any insurance protection which may be required by this Agreement or any other agreement or which is otherwise provided by Licensee shall in no way limit the Licensee's responsibility to indemnify, keep and save harmless and defend the Licensor and Licensor's agents, officers and employees as provided in this section.

30. ASSIGNMENT

(a) Neither this Agreement nor any of the rights granted by this Agreement may be assigned, transferred, mortgaged, pledged, hypothecated or in any way encumbered or disposed of by Licensee without the prior written consent of Licensor. Any assignment, transfer or encumbrance or any attempted transfer, assignment or encumbrance without such consent shall be null and void and shall neither relieve Licensee of any of its obligations under this Agreement nor create any obligation on the part of Licensor.

(b) A successor in interest of Licensee by merger, operation of law or valid assignment, purchase or otherwise of substantially the entire business of the Licensee shall succeed to all of the rights of Licensee and assume all of the obligations and duties of the Licensee under this Agreement provided that said successor gives prompt written notice to Licensor and accepts in writing all of the obligations and duties of the Licensee under this Agreement.

(c) Licensor's consent to any assignment or other transfer by Licensee shall not be deemed to be a consent by Licensor to any further assignment or transfer.

(d) Licensee shall not without Licensor's prior written consent, sub-license the Licensed Space or any part thereof, or permit the use or occupancy of all or any part of the Licensed Space by anyone other than Licensee.

(e) Licensor has no right to grant to any third party the right to use the Licensed Space during the Use Date(s) as provided in this Agreement unless this Agreement is terminated.

31. DEFAULT

If the Licensee fails to perform in accordance with or fails to comply with any of the terms and conditions contained in this Agreement, the Licensor shall have all the remedies provided for by law, and in addition, may:

(1) Terminate this Agreement by giving written notice of termination to the Licensee. Upon the mailing of written notice of termination, this Agreement shall terminate and all rights and privileges granted or extended by this Agreement shall be deemed revoked. If this

Agreement is terminated pursuant to this Subsection, then Licensee shall continue to be liable to Licensor for all reimbursable costs incurred pursuant to Section 5 of this Agreement by Licensor and shall also be liable for the fees specified in Sections 3 and 6 of this Agreement subject to a set off in the amount of any license fees which Licensor might receive from others for use of the Licensed Space on the Use Date(s). In addition, all deposits made by Licensee shall be retained by Licensor.

AND

(2) Deny Licensee and Licensee's officers, agents, employees and independent contractors hired by the Licensee admission to the Rosemont Theatre and the use and occupancy of the Licensed Space and remove from the Rosemont Theatre any personal property of the Licensee or Licensee's officers, agents, employees or independent contractors hired by the Licensee at Licensee's expense or place such property in a public warehouse or other place of safe keeping at Licensee's risk and expense.

32. LEGAL EXPENSES

Licensee shall pay Licensor all costs, expenses and attorneys' fees incurred by Licensor in enforcing the covenants and conditions of this Agreement.

33. BANKRUPTCY

In the event that Licensee is adjudged a bankrupt, makes an assignment for the benefit of creditors, commits any other affirmative act of insolvency, files a petition or has filed against it a petition that is not discharged within ten (10) days fore reorganization, arrangement, debt moratorium or other relief for debtors under any bankruptcy, insolvency act, code or law or in the event a custodian, receiver or trustee shall be appointed for the business or property of Licensee, this Agreement shall not be considered an asset of the Licensee or Licensee's estate and Licensor may immediately terminate this Agreement upon notice to the Licensee and exercise any and all rights and remedies provided in Section 31.

34. GOVERNING LAW

This Agreement shall in all respects, including validity, interpretation and effect be governed by the laws of the State of Illinois.

35. NON-WAIVER

The failure of Licensee or Licensor to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of Licensor's and Licensee's right to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement and to enforce such compliance

by any appropriate remedy.

36. NOTICES

(a) Unless otherwise provided herein to the contrary, all notices, required or permitted under this Agreement shall be made in writing.

(b) Unless otherwise provided herein to the contrary, if the notice is sent by certified or registered mail postage prepaid, then it shall be deemed to be given when it is deposited in the United States Mail and address as follows:

IF TO LICENSEE:

Glenbrook South High School
4000 W. Lake Street
Glenview, IL 60025
Attn: Brian Wegley

IF TO LICENSOR:

Rosemont Theatre
Village of Rosemont
5400 N. River Road
Rosemont, IL. 60018
Attn: Executive Director

Otherwise notice shall be deemed to be given when the notice is actually received by the party to whom it is directed.

(c) Either party may change to another single address the address to which such notices are to be sent by giving prior written notice to the other party.

37. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns and shall be binding upon and inure to the benefit of the Licensee and its successors, executors, administrators, heirs and assigns subject to the provisions of Section 30 which limit Licensee's right to assign or transfer this Agreement.

38. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- * The Rosemont Theatre License Agreement

These documents constitute the entire Agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all proposals oral or written and all negotiations, conversations and discussions heretofore had between the Licensor and the Licensee related to this Agreement.

39. MODIFICATION AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both the Licensor and the Licensee.

40. LICENSE ONLY

It is expressly understood by and between Licensor and Licensee that the rights which Licensee has pursuant to this Agreement to use the Licensed Space are in the nature of a license and that Licensee does not have a leasehold interest or any other interest in the Rosemont Theatre or in the property on which the Rosemont Theatre is located.

41. OTHER MATTERS

Licensor shall have the discretion to determine any questions and resolve any other matters that might arise which are not covered by this Agreement.

42. CAPTIONS AND INDEX

The index and captions used in this Agreement are for the convenience of the parties only and shall not affect the meaning of any of the provisions of this Agreement or be deemed a part of the Agreement.

43. RIGHTS OF THIRD PARTIES

This Agreement does not confer any rights upon any member of the public, any person attending the Meeting or any other third party, unless this Agreement expressly and explicitly provides the third party with such right.


44. APPROVAL OF CONTRACT

It is agreed that this Agreement will not be in force until it has been signed by both

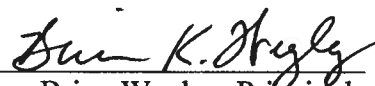
Licensee and Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have made this Agreement as of the date first written above.

LICENSOR: VILLAGE OF ROSEMONT

BY: 
Harry J. Pappas, Executive Director
Rosemont Theatre

LICENSEE: GLENBROOK SOUTH H.S.

BY: 
Brian Wegley, Principal

Attest: _____