

## 2ND AMENDMENT TO THE LEASE AGREEMENT

This 2nd Amendment to the Lease Agreement ("Amendment") is made as of August 1, 2024 (The "Effective Date") between Village of Rantoul, herein referred to as "Landlord" and Champaign County Regional Planning Commission (LIHEAP), herein referred to as "Tenant".

- A. Landlord and Tenant entered into a Lease Agreement dated August 1, 2022 (the "Original Lease") for the premises located at 601 S. Century Boulevard, Suite 1314, Rantoul, Illinois 61866 (the "Premises").
- B. The Original Lease was amended by the First Amendment to the Lease Agreement dated as of August 1, 2023 (the Original Lease as so amended, the "Lease").
- C. Landlord and Tenant desire to amend the lease as provided herein.
- D. Except as otherwise provided herein, words defined in the Original Lease shall have the same meanings in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

1. Execution of Extension Option and Extension of Lease Term. The Tenant has exercised its second option to extend the Lease Term by one year, which Lease Term as described in the Lease as expiring on July 31, 2024, is hereby extended to July 31, 2025.
2. Rent. The Rent for the period of the Lease Term beginning on August 1, 2024 and ending July 31, 2025 means :

Period	Annual Rent	Monthly Rent Installment
August 1, 2024 – July 31, 2025	\$15,360.00	\$1,280.00

3. Extension Options. Tenant shall have the right to exercise one (1) option to extend the Term of this Amendment for a successive period of one (1) year at a rate of \$1,320.00 per month. The Tenant shall exercise such Extension Option rights by notifying the Landlord in writing, no later than one (1) month prior to the end of the Term.
4. Execution of Amendment. This Amendment may be executed in several counterparts, and all so executed shall constitute one document, binding on all the parties hereto and shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. For purposes of executing this Amendment, a document signed and transmitted by facsimile machine or scanned and sent by computer or any other electronic method (an "Electronic Document") is to be treated as an original document. The signature of any party on an Electronic Document, for purposes hereof, is to be considered an original signature, and the Electronic Document shall have the same binding effect as an original signature on an original document.



## 1ST AMENDMENT TO THE LEASE AGREEMENT

This 1st Amendment to the Lease Agreement ("Amendment") is made as of August 1, 2023 (The "Effective Date") between Village of Rantoul, herein referred to as "Landlord" and Champaign County Regional Planning Commission (LIHEAP), herein referred to as "Tenant".

- A. Landlord and Tenant entered into a Lease Agreement dated August 1, 2022 (the "Original Lease") for the premises located at 601 S. Century Boulevard, Suite 1314, Rantoul, Illinois 61866 (the "Premises").
- B. Landlord and Tenant desire to amend the lease as provided herein.
- C. Except as otherwise provided herein, words defined in the Original Lease shall have the same meanings in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

- 1. Execution of Extension Option and Extension of Lease Term. The Tenant has exercised its first option to extend the Lease Term by one year, which Lease Term as described in the Original Lease as expiring on July 31, 2023, is hereby extended to July 31, 2024.
- 2. Rent. The Rent for the period of the Lease Term beginning on August 1, 2023 and ending July 31, 2024 means :

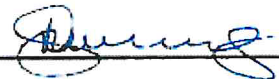
Period	Annual Rent	Monthly Rent Installment
August 1, 2023 – July 31, 2024	\$14,880.00	\$1,240.00

- 3. Execution of Amendment. This Amendment may be executed in several counterparts, and all so executed shall constitute one document, binding on all the parties hereto and shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. For purposes of executing this Amendment, a document signed and transmitted by facsimile machine or scanned and sent by computer or any other electronic method (an "Electronic Document") is to be treated as an original document. The signature of any party on an Electronic Document, for purposes hereof, is to be considered an original signature, and the Electronic Document shall have the same binding effect as an original signature on an original document.

4. **Reaffirmation.** Except as expressly set forth in this Amendment, the parties hereby ratify and reaffirm the Lease. All other terms set forth in the Lease which are not changed or altered by the provisions of this Amendment shall remain in full force and effect.

Champaign County Regional Planning Commission (LIHEAP)

By: Dalitso Sulamoyo

Signature: 

Date: 08-25-2023

STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN )

SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that DALITSO SULA MOYO personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 25 day of AUGUST, 2023

  
Notary Public



Village of Rantoul

By: Charles Smith

Signature: 

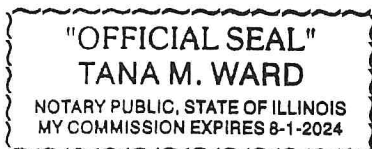
Date: 8-28-23

STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN )

SS.

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES R. SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President, they signed and delivered the said instrument of writing as President of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 28 day of August, 2023



  
Notary Public





*Village of Rantoul*  
*Office of the Comptroller*

333 S. Tanner St.  
Rantoul, IL 61866

Ph: 217.892.6850

July 8, 2022

CCRP LIHEAP  
Attn: Elizabeth Murphy  
1776 E Washington St  
Urbana, IL 61801

RE: Village of Rantoul lease agreement

Ms. Murphy,

Hello! We are excited that you have chosen to rent Suite 1114 in the Rantoul Business Center.

Enclosed is a lease agreement for the property. The agreement has been issued for 1 year(s) with an agreement period of 08/01/22 through 07/31/23 and includes 2 options for subsequent annual renewals. You will begin receiving monthly rental invoices once the agreement is fully executed.


Kindly review the enclosed agreement, and contact me with any questions. E-mail is the best way to contact me ([jgensler@myrantoul.com](mailto:jgensler@myrantoul.com)); however, if you prefer, please call me at 217-892-6850.

**Please note the following requirements:**

1. The Village requires proof of insurance, as outlined in detail under "ARTICLE IX LIABILITY, INDEMNIFICATION AND INSURANCE" otherwise known as Section 9 of the agreement. Proof of insurance must be a document provided to you by your insurance company showing the "Village of Rantoul" as an "Additional Interest" or as the "Certificate Holder".
2. The Village requires your signature to be notarized before we can fully execute the agreement. Feel free to use your own Notary, or we are happy to provide notary service free of charge at our Municipal Building located at 333 S. Tanner St., Rantoul, IL. If you prefer to use our notary service, please contact Lee McMahon at 217-892-6800 or by e-mail at [lmcmahon@myrantoul.com](mailto:lmcmahon@myrantoul.com) to arrange a time to meet with one of our Notaries.

If you would kindly return the signed, notarized agreement along with proof of insurance to me by 7/25/22, I would greatly appreciate it.

Kindest regards,

  
Jolene Gensler, CPA  
Village Comptroller

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**LEASE AGREEMENT**

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**BY AND BETWEEN THE**

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,  
as Lessor**

**AND**

**Champaign County Regional Planning Co (LIHEAP)  
as Lessee**

**DATED AS OF AUGUST 1, 2022**

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**“Lessee’s Representative”** means Elizabeth Murphy, Chief Operating Officer

**“Lessee’s Address”** means: 1776 E Washington St  
Urbana, IL 61801  
Tel: (217) 819-4024

**“Premises”** means that certain space within the office area of the Building (Room 1114), including the right to use certain shared common areas of the Building made available for Lessee’s use in connection therewith.

**“Building”** means the building in which the Premises are located, together with related improvements upon the site of such Building, the common address of which is 601 South Century Boulevard, Rantoul, Illinois 61866 (Building 68).

**“Commencement Date”** means August 1, 2022

**“Term”** means from August 1, 2022 through July 31, 2023, including as such Term may be extended, if at all, by the Lessee’s exercise of one or more Extension Options under and pursuant to Section 3.2 of this Lease, unless sooner terminated in accordance with this Lease.

**“Extension Options”** means two (2) options to extend the Term of this Lease for successive period(s) of one (1) year each. 3% rent escalation each year rounded up to nearest \$10 on Commencement date of August 1.

**“Rent”** means \$ 14,400 per year as of the Commencement Date.

**“Monthly Installment”** means \$1,200.00 per month as of the Commencement Date.

**“Rent Increases”** means that the Rent as last so increased under this Lease shall be adjusted commencing on each of the Adjustment Dates by 3%.

**“Adjustment Dates”** means August 1, 2023 and August 1, 2024 to the extent applicable in the event an Extension Option is exercised.

**“Operating Charges Percentage”** – Not applicable. Operating charges are included in the monthly rent calculation.

**“Initial Monthly Operating Charge”** – Not applicable (as defined in Section 4.3(c) of this Lease).

**“Security Deposit”** - waived

**“Furnished Utility Services”** means:

- (1) heating, ventilating and air-conditioning, whenever heat and air-conditioning shall, in the Village’s judgment, be required for the comfortable occupation and use of the Premises;
- (2) water for drinking, lavatory and toilet purposes, drawn through fixtures installed within the Premises or the common areas of the Building, together with related sanitary sewerage facilities; and
- (3) electricity sufficient for an average electrical load of eight (8) watts per square foot with standard distribution circuits (120 volts, one phase, 20 amp circuits) and receptacles in the Premises.

**“Permitted Use”** means general office use and the storage of items of personal property, but specifically excluding the storage of any Hazardous Material (as defined in Section 8.1 of this Lease) and any other perishable, flammable or explosive goods or material of any kind.

**“Public Liability Insurance Amounts”** means not less than \$1,000,000 for bodily injury or death to any number of persons in any one accident and not less than \$1,000,000 for property damage.

**Section 1.2. Exhibits and Addenda.** The identification of any Exhibit or any Addendum included with and made a part of this Lease is as follows:

**Addendum A** Rules and Regulations

**Section 1.3. Certain Phrases.** The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Lease as a whole and not solely to the particular portion thereof in which any such word is used.

**Section 1.4. Subdivisions.** References to sections and other subdivisions of this Lease are to the designated sections and other subdivisions of this Lease as originally executed.

**Section 1.5. Headings.** The headings of this Lease are for convenience of reference only and shall not define or limit the provisions hereof.

**ARTICLE II  
TITLE, LEGAL STATUS OF VILLAGE AND CONDITION OF PREMISES**

**Section 2.1. Title to Premises.** The Village represents and warrants to the Lessee that the Village is the owner of fee title to the Premises, subject to certain reservations, conditions, covenants, and requirements of the Government as set forth in the Deed, including the reserved right of the Government to enter the Premises for the purpose of conducting certain environmental remediation activities.

**Section 2.2. Legal Status of Village.** Lessee understands and agrees that the Village is entering into this Lease in its capacity as an owner with a proprietary interest in the Premises and not as a municipal regulatory authority having certain police powers or as a municipal utility providing certain utility services. The Village’s legal status as a municipal corporation and unit of local government shall in no way limit the obligation of Lessee to obtain any required approval or utility services from any applicable department, board or commission of the Village that has jurisdiction over the Premises. By entering into this Lease, the Village is in no way modifying or limiting the obligation of Lessee to cause the Premises to be used and occupied in accordance with all applicable laws, ordinances, orders, rules and regulations of the Village.

**Section 2.3. Condition of Premises.** The Lessee acknowledges having inspected and knowing the condition and state of repair of the Premises. Except for the obligations of the Government to undertake any remedial action for contamination on the Premises existing prior to the date of the Deed, it is expressly understood and agreed by and between the Village and the Lessee that the Premises are provided by the Village to the Lessee in an “as is”, “where is” condition without any representation or warranty by the Village concerning its condition. The Lessee acknowledges that the Village has made no representation or warranty concerning the condition and state of repair of the Premises, nor any agreement or promise to alter, improve, adapt, repair, remove or clean the Premises unless the same is otherwise expressly stated herein or made a part hereof.



### ARTICLE III TERM

**Section 3.1. Term.** This Lease shall commence on the Date of Lease and shall be for the Term expiring at 12:00 midnight on the last day of the Term unless otherwise terminated earlier hereunder.

**Section 3.2. Option to Extend.** In the event any one or more options to extend are set forth in Section 1.1 of this Lease as Extension Options, the Lessee shall have the right, to be exercised as provided below, to extend the Term of this Lease for such additional consecutive period or periods as may be set forth for any such Extension Options, upon satisfaction of each of the following terms and conditions:

(i) that, at the time of the exercise of such right and at the time the applicable extended period of the Term as granted by any such Extension Options under this Lease begins, the Lessee shall not be in default in the performance of any of the terms, covenants and conditions contained in this Lease:

(ii) that this Lease shall not have been terminated during the Term, including any extended period of the Term, and shall be in full force and effect on the date of such exercise of the right to extend and on the date such next applicable extended period of the Term as granted by any such Extension Options under this Lease begins;

(iii) that any such Extension Options shall not be effective as to any portions of the Premises that are assigned or subleased by the Lessee as of the date of the exercise of any such right to extend or the date such next applicable extended period of the Term as granted by any such Extension Options under this Lease begins; and

(iv) that any such extended period of the Term shall be upon the same terms, covenants and conditions contained in this Lease except that the Rent for each such applicable extended period of the Term as granted by any such Extension Options under this Lease shall be the Rent for the most recent period, increased, if at all, by any applicable Rent Increases.

The Lessee shall exercise such right of extension for each of the Extension Options granted hereby only in the following manner: no later than three months prior to the end of the Term, including any extended period of the Term, the Lessee shall notify the Village in writing of its election to exercise such right to extend the period of the Term of this Lease for the next applicable extended period of the Term as granted by the Extension Options under this Lease. Such notice of election shall be given in the manner in this Lease provided for the giving of notices to the Village.

**Section 3.3. Surrender of Premises.** Upon the expiration or earlier termination of the Term of this Lease, the Lessee shall surrender the Premises in substantially the same condition as that existing as of the Date of Lease, reasonable wear and tear excepted, and all alterations, additions and improvements constructed or installed by or on behalf of the Lessee on the Premises and all permanent fixtures shall become the property of the Village.

### ARTICLE IV RENT; OPERATING CHARGES; ADDITIONAL RENT; SECURITY DEPOSIT

**Section 4.1. Payment of Rent.** During the Term of this Lease, Lessee covenants and agrees to pay to the Village, without notice or demand and without deduction or setoff for any reason whatsoever, except as may otherwise be specifically provided in this Lease, the amount of the Rent. Such Rent shall be paid in equal monthly installments, each in advance of the first day of each month from and after the Commencement Date in the amount set forth as a Monthly Installment, with the Monthly Installment for any initial fractional month and the first full month being due and payable on or before the Date of Lease. In the

event the Commencement Date falls on a day other than the first day of a calendar month, the Monthly Installment for such initial fractional month shall be prorated on a daily basis.

**Section 4.2. Rent Increase.** The Rent for lease periods commencing on the Adjustment Dates shall be the most previous Rent increased by the amount, percentage or fraction of the Rent Increases (rounded to the next highest \$10.00 increment). Such increased Rent shall stay in effect unless and until further increased under this Section 4.2 of this Lease. Such increased Rent shall be paid in increased equal Monthly Installments, each in the amount of the increased Rent, as last so increased, divided by the number of months in such applicable period.

**Section 4.3. Operating Charges.** It is understood that the amount of Rent specified in Section 1.1 of this Lease does include the cost of operating and maintaining the office area of the Building.

**Section 4.4. Charge for Late Payments.** In addition to any and all amounts payable to the Village by Lessee under this Lease, the Lessee agrees to pay to the Village a collection charge of five percent (5%) of any amount of Rent or other payment due to the Village which is received by the Village later than the tenth (10th) day after the date on which it was due; such collection charge to be levied against each and every Monthly Installment or other payment paid late whether late in whole or in part and without prior notice by the Village. The Village's waiver of or failure to collect any amounts due pursuant to this Section 4.4 shall not preclude the Village from any future collection of such charges.

**Section 4.5. Surcharge for Insufficient Funds.** In the event that any check made payable to the Village by the Lessee for any payment in connection with this Lease is refused by the Lessee's bank for insufficient funds, the Lessee shall pay to the Village a surcharge in the amount of Twenty-Five Dollars (\$25.00) for each such refused check, which such surcharge amount shall be due and payable immediately upon demand by the Village.

**Section 4.6. Additional Rent.** Lessee shall pay or cause to be paid, and discharge or cause to be discharged, when the same shall become due, as additional Rent, all Operating Charges, taxes, assessments, insurance premiums, and other amounts, liabilities and obligations of every description which Lessee assumes or agrees to pay or discharge pursuant to this Lease, together with every penalty, interest or other charge that may be added for nonpayment or late payment, whether payable to the Village or any other person or party designated in this Lease. If Lessee fails to pay or discharge any such amount, liability or obligation, the Village shall have all rights, powers and remedies provided in this Lease or by law in the case of nonpayment of Rent.

**Section 4.7. Security Deposit.** The Lessee shall deposit with the Village the amount of the Security Deposit on or before the Date of Lease. Such Security Deposit shall be held by the Village, without liability for interest thereon, as security for the full and faithful performance by Lessee of each and every term, covenant and condition of this Lease to be observed and performed by Lessee. If any of the Rent or any other sum or amount payable by Lessee to the Village shall be unpaid, or should Lessee fail to perform any of the other terms, covenants or conditions of this Lease, then the Village may, and without prejudice to any other remedy, appropriate and apply such Security Deposit to any Rent or any other sum or amount owed by Lessee. Should the entire Security Deposit, or any portion of such Security Deposit, be appropriated and applied by the Village for the payment of overdue Rent or other sum or amount due and payable to the Village by Lessee or to compensate the Village for loss or damage sustained by the Village due to any Event of Default by Lessee (as defined in Section 11.1 of this Lease), Lessee shall, upon the Village's demand, immediately remit to the Village a sufficient amount in cash to restore the Security Deposit to the original amount deposited. In the event Lessee shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the Security Deposit shall be returned in full to Lessee within thirty (30) days following the date of the expiration or earlier termination of the Term of this Lease or the surrender of the Premises by Lessee in compliance with the provisions of this Lease, whichever occurs later.

**Section 4.8. Place of Payment.** All payments by Lessee to the Village under and pursuant to this Lease shall be made payable to the Village of Rantoul and forwarded to Accounts Receivable at 333 S. Tanner Street, Rantoul, Illinois 61866, unless some other payee or place of payment is otherwise specified in writing by the Village.

## **ARTICLE V UTILITIES AND TAXES**

### **Section 5.1. Utilities.**

(a) In connection with the Lessee's use and occupation of the Premises, the Village shall provide, as a part of Operating Charges under and pursuant to Section 4.3 of this Lease, the Furnished Utility Services.

(b) In the event that the Lessee's electrical needs for the Premises are or become greater than that provided by the Village as a part of the Furnished Utility Services under this Section 5.1(a) above, the Lessee shall, at its sole cost and expense, pay for the installation of, or any other alteration or improvement to, such electric service as may be required to serve the Lessee's electrical needs in the Premises, including, without limitation, the cost of meters and connection charges, where applicable, and shall pay to the Village, if not otherwise supplied directly to the Lessee by the electric utility servicing the Building, the cost of any electricity attributable to providing any such additional electrical service to the Premises, calculated on the basis of such actual metered usage, or on the basis of actual itemized power requirements, as the case may be. Any and all such payments by the Lessee to the Village for the cost of electricity attributable to any such additional electric service supplied to the Premises by the Village shall be paid as additional Rent when due.

(c) The Lessee shall fully and promptly pay for all telephone services and, except for the Furnished Utility Services, any other public utility service of every kind and nature which Lessee may require in connection with the Premises, including, without limitation, any cost of purchasing, installing and maintaining meters, any connection charges and any deposits in connection therewith.

(d) The Village does not warrant that any of the Furnished Utility Services or other public utility services mentioned above in this Section 5.1 above will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy or government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies, or any other cause or causes beyond the Village's reasonable control. Any such interruption of utilities or utility related services shall never be deemed an eviction (actual or constructive) or a disturbance of the Lessee's use and possession of the Premises or any part of the Premises or the Building and shall never render the Village liable to the Lessee for damages or relieve the Lessee from performance of the Lessee's obligations under this Lease.

**Section 5.2. Taxes and Assessments.** Lessee shall pay all taxes and assessments, general and special, charges, and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed, charged or imposed upon the Premises or any part thereof during the Term of this Lease (including any levied or assessed upon the leasehold estate of Lessee under this Lease), all of which taxes, assessments, charges, and other impositions shall be paid by Lessee before they shall respectively become delinquent and in any case within a period of time as to prevent any sale or forfeiture therefor of the Premises or any part thereof. Lessee shall have the right at its own cost and expense to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed and levied upon the Premises or the leasehold interest of Lessee which are required to be paid by Lessee hereunder.

**ARTICLE VI**  
**USE OF PREMISES; COMPLIANCE WITH LAWS; INSPECTION;**  
**RESERVED RIGHTS; RULES AND REGULATIONS**

**Section 6.1. Conduct and Use.** The Lessee shall use the Premises only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose. Lessee may not change Lessee's Permitted Use of the Premises without the Village's prior written consent. Lessee further acknowledges that the Premises are located upon an operational airport and that the use and occupation of the Premises are additionally subject to such terms, conditions and restrictions as may lawfully be imposed by any applicable regulations of the Federal Aviation Administration or by the Airport Manager of the Village, including any directive or permit issued in connection with any aviation-related activities.

**Section 6.2. Compliance with Applicable Laws.** Lessee covenants and agrees that in the use and occupation of the Premises and in the prosecution or conduct of the Permitted Use therein, the Lessee shall comply with all material requirements of all applicable laws, ordinances, orders, rules and regulations of the federal, state and local authorities and with any directive, permit, license or certificate of occupancy issued pursuant thereto by any public officer or officers, including, but not limited to, those relating to occupational safety, health and the environment. Lessee covenants not to use or to permit to be used any part of the Building or the Premises for any dangerous, noxious, or offensive trade or business and to not cause or maintain any nuisance in, at, or on the Building or the Premises. The Lessee shall be solely responsible for obtaining at the Lessee's sole cost and expense any and all licenses and permits required for Lessee's use and occupancy of the Premises, including the Permitted Use under this Lease.

**Section 6.3. Access and Inspection.** The Village, together with its officers, employees, agents and contractors, may enter upon the Premises at any reasonable time for any purposes not inconsistent with the Lessee's use and occupation of the Premises under this Lease, including but not limited to the purpose of inspection. The Village will normally give the Lessee at least 24 hours prior notice of its intention to enter the Premises unless the Village determines that such entry is required for safety, environmental, operational or security purposes. The Lessee shall have no claim on account of any such entries against the Village or any of its officers, employees, agents or contractors.

**Section 6.4. Reserved Rights.** The Village shall have and hereby reserves the following rights, each of which the Village may exercise without liability to the Lessee for damage or injury to property, person or business due to the exercise of such rights, and the exercise of such rights shall not be deemed to constitute an eviction or disturbance of the Lessee's use or possession of the Premises and shall not give rise to any claim for setoff, deduction or abatement of any rent or any other claim: (i) to change the name of the Building or the Building's street address; (ii) to install, affix and maintain any and all signs on the exterior and on the interior of the Building; (iii) to relocate, enlarge, reduce or change lobbies, exits or entrances in or to the Building and to decorate and to make repairs, alterations, additions and improvements, structural or otherwise, in or to the Building, including for the purpose of connection with or entrance into or use of the Building in conjunction with any adjoining or adjacent building or buildings, now existing or to be constructed, and may for such purposes erect scaffolding and other structures required by the character of the work to be performed and during such operations may enter upon the Premises and take into and upon or through any part of the Building, including the Premises, all materials that may be required to make such repairs, alterations, improvements or additions, and in that connection the Village may temporarily close public entry ways, other common areas, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by the Village, all without the same constituting an eviction of the Lessee in whole or in part and without abatement of any Rent by reason of loss or interruption of the business of the Lessee or otherwise and without in any manner rendering the Village liable for damages or relieving the Lessee from performance of any of the Lessee's obligations under this Lease; (iv) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (v) to approve the weight, size and location of safes, vaults, books, files and other heavy equipment and articles in and about



the Premises and the Building so as not to exceed the design live load per square foot for the Premises or the Building, and to require all such items and furniture and similar items to be moved into or out of the Building and the Premises only at times and in a manner as the Village shall direct in writing. Movement of the Lessee's property into or out of the Building or the Premises and within the Building are entirely at the risk and responsibility of the Lessee, and the Village reserves the right to require the Lessee to obtain the prior permission of the Village before allowing any property to be moved into or out of the Building or the Premises; (vi) to establish controls for the purpose of regulating all property and packages, both personal or otherwise, to be moved into or out of the Building and the Premises and to establish controls for all persons using the Building; (vii) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building; (viii) to regulate delivery of supplies and services in order to ensure the cleanliness and security of the Premises and the Building and to avoid congestion of any loading docks, receiving areas, and elevators; and (ix) to erect, use, and maintain concealed pipes, ducts, wiring, and conduits and appurtenances thereto, in and through the Premises and the Building in walls, below the floor and above any suspended ceiling.

#### **Section 6.5. Rules and Regulations.**

(a) The current Rules and Regulations for the Building, a copy of which is attached hereto as **Addendum A** (the "**Rules and Regulations**"), are promulgated by the Village and are applicable to all lessees in the Building, including the Lessee. The Village reserves the right, at any time and from time to time, upon reasonable notice (except in the event of emergency), to make changes, additions or deletions to or from the Rules and Regulations as the Village, in its sole judgment, may deem reasonable and necessary for the proper conduct and operation of the Building, provided that the same shall be uniformly applicable to all lessees of the Building. The Rules and Regulations, together with all changes, additions or deletions subsequently made from time to time by the Village, shall be deemed to be a part of this Lease as though fully set forth herein, and the same shall be considered incorporated herein by this reference thereto. The Lessee, its officers, employees, agents, contractors and invitees shall, at all times and in all manner, keep, perform, and comply with the provisions of all such Rules and Regulations, including all changes, additions or deletions subsequently made from time to time by the Village thereto.

(b) The Village shall not be liable in any way for any damage caused by the nonobservance by any other lessee of the Building of any similar covenant contained in the above Section 6.5(a) of this Lease, including any such nonobservance of any changes, additions or deletions to any such Rules and Regulations as may be made from time to time for the Building by the Village.

### **ARTICLE VII MAINTENANCE AND REPAIRS, ALTERATIONS AND IMPROVEMENTS, DAMAGE AND CONDEMNATION**

#### **Section 7.1. Maintenance and Repairs, Alterations and Improvements.**

(a) Except as otherwise provided in Section 7.5(c) of this Lease, the Village shall, as a part of the Operating Charges under and pursuant to Section 4.3 of this Lease, maintain the Building in good repair and condition (other than the obligations assumed by the Lessee with respect to the Premises as set forth in this Section 7.1(b) immediately below), including but not limited to maintaining, repairing and replacing the roof, foundation, heating, air-conditioning, plumbing, electrical, and sewerage systems and the structural components and soundness of the exterior walls of the Building, maintaining, repairing and replacing all common areas, including parking lots and landscaping, providing customary janitorial service in and about the common areas within the Building, and keeping parking spaces, driveways and sidewalks reasonably free from snow and trash.

(b) Except as otherwise provided in this Section 7.1(a) above and Section 7.5(a) and (b) of this



Lease below, Lessee shall, at its own cost and expense, make all necessary repairs and replacements to the Premises, including any other improvements of every kind which may be a part thereof, and shall keep and maintain the same in good condition and repair. Such repairs and replacements, ordinary or extraordinary, shall be made promptly, if, as and when necessary. All such repairs and replacements shall additionally be in quality and class at least equal to the original work. In connection with any such maintenance, repairs and replacements, Lessee shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and any improvements thereon, or any activity or condition on or in the Premises, including, but not limited to, the provisions of the Americans with Disability Act of 1990 (42 U.S.C. Sections 12101 et seq.), as supplemented and amended, to the extent applicable thereto. Lessee shall, at its own cost and expense, keep the Premises in sanitary, clean and neat order.

(c) In the event that damage by reason of ordinary wear and tear or deterioration to the Premises that are Lessee's obligation to maintain results in the Premises not meeting the standard of maintenance required by Lessee under this Section 7.1(b) above, then Lessee shall have the independent responsibility for, and shall promptly undertake the maintenance, repair or replacement of such part of Premises so damaged or deteriorated and complete the same with due diligence. The Village may advise Lessee when maintenance, repair or replacement of the Premises is required, but such right shall not relieve Lessee of its independent responsibility to maintain the Premises in a condition as good as, or better than, their condition as of the Date of Lease. If, after reasonable notice in writing from the Village, Lessee fails to undertake such maintenance, repair or replacement and complete the same with due diligence, then in addition to any other remedy available to the Village, the Village may make such maintenance, repair or replacement and Lessee shall immediately reimburse the Village therefor upon demand.

**Section 7.2. Alterations and Improvements and Changes.** Lessee, at its own cost and expense, but only after written permission of the Village has been first obtained, shall have the right to alter and/or improve the Premises, as Lessee may deem necessary. In connection with obtaining such written permission, Lessee shall furnish the Village with copies of the plans and specifications for any such alterations and improvements, and if such written permission is obtained, Lessee shall obtain all required permits for any such alterations and improvements. Any such alterations and improvements shall be made in full compliance with any and all laws, ordinances, codes, rules and regulations which may govern the same, including those pertaining to zoning, land use regulation and buildings or structures. Lessee shall hold the Village harmless from any loss or damage by reason of any of Lessee's alterations and improvements to the Premises.

**Section 7.3. Covenant Against Encumbrances and Liens.** Lessee shall not encumber its leasehold interest in the Premises and shall do all things necessary to prevent the filing of any mechanics' or other liens against the Building or the Premises or the interest of the Village therein or the interest of any mortgagees or holders of any deed of trust covering the Building or the Premises by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Lessee or anyone holding the Premises, or any part thereof, through or under Lessee. If any such lien shall at any time be filed, Lessee shall cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien. On final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and will at Lessee's own expense have the lien released and judgment satisfied.

**Section 7.4. Fixtures and Equipment.** Lessee may, at Lessee's sole cost and expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Lessee's business. Any business and trade fixtures and equipment which do not become structural in nature shall remain the personal property of Lessee and shall be removed by Lessee at the expiration or earlier termination of this Lease. Upon removal of any such fixtures and equipment, Lessee

shall repair any damage to the Premises caused by such removal and shall restore the Premises to its condition as of the Date of Lease. The Lessee shall furnish any signs to be used on the Premises for the advertisement of Lessee's business.

#### **Section 7.5. Damage and Destruction.**

(a) In the event the Building or the Premises are damaged or destroyed by fire, explosion, the elements or other casualty and the entire Premises are rendered wholly untenable, then in such event, either the Village or the Lessee may terminate this Lease by written notice to the other within thirty (30) days after the date of any such casualty, and any Rent shall be apportioned on a per diem basis and paid to the date of any such casualty. If neither party so elects to terminate this Lease pursuant to the above provisions of this Section 7.5(a), this Lease shall not terminate and the Village shall repair, restore or rebuild the Building and the Premises, at the Village's expense and with due diligence, to the same condition the Building and the Premises were in immediately prior to such damage or destruction (subject, however, to (i) reasonable delays for insurance adjustments and (ii) delays caused beyond the Village's control), in which event any Rent shall abate on a per diem basis during the period while any such repair, restoration or rebuilding is in progress.

(b) In the event the Building or the Premises are damaged or destroyed by any such casualty and the Premises are rendered only partly untenable, this Lease shall not terminate and the Village shall, except during the last year of the Term of this Lease, repair, restore or rebuild the Building and the Premises, at the Village's expense and with due diligence, to the same condition the Premises were in immediately prior to such damage or destruction (subject however, to (i) reasonable delays for insurance adjustments and (ii) delays caused by forces beyond the Village's control), in which event Rent shall abate in proportion to the nonusability of such part of the Premises during the period while such repair, restoration or rebuilding is in progress. If the Building or the Premises are damaged or destroyed by any such casualty and the Premises are rendered only partly untenable during the last year of the Term of this Lease, the Village may terminate this Lease by giving written notice to Lessee within thirty (30) days after the date of any such casualty, and any Rent shall be apportioned on a per diem basis and paid to the date of any such termination.

(c) Notwithstanding any other provision of this Lease to the contrary, including any obligation of the Village to maintain the Building under Section 7.1(a) of this Lease or to repair, restore or rebuild the Building and the Premises in the event of fire, explosion, the elements or other casualty under and pursuant to this Section 7.5(a) or (b) immediately above, the Lessee shall in any event and without prejudice to any other right of the Village bear all risk of loss or damage to the Building and the Premises arising from any act, omission or negligence of the Lessee or any of the Lessee's officers, agents, employees, contractors or invitees, and the Village shall have no obligation to repair, restore or rebuild the Building or the Premises or any part thereof and the Lessee shall not be released from any of its obligation under any of the provisions of this Lease, including, without limitation, the Lessee's duty to make all necessary repairs and replacements to the Premises under Section 7.1(b) of this Lease and its liability to the Village for damages to the Building and the Premises under Section 9.1 of this Lease.

(d) The Village shall, as a part of Operating Charges under and pursuant to Section 4.3 of this Lease, maintain in effect throughout the Term of this Lease all risk property and casualty insurance covering the Building in such form and amounts, if any, as the Village shall deem necessary or appropriate.

#### **Section 7.6. Condemnation.**

(a) In the event that the entire Building, or such part of the Building (including entrances, exits and parking area) as will render the Premises untenable and inadequate for Lessee's Permitted Use shall be appropriated or taken under the power of eminent domain by any public or governmental authority, this Lease shall terminate and expire as of the date of such taking.

(b) In the event of any partial condemnation of the Building, not rendering the Premises untenable and inadequate for Lessee's Permitted Use, this Lease shall remain in full force and effect and the Village shall, at its own cost and expense, restore and reconstruct the Building to the extent necessary in order to make the remaining part of the Building, including the Premises, tenantable and adequate for Lessee's Permitted Use.

(c) All compensation awarded for any such condemnation shall be the property of the Village without any deduction therefrom for any present or future estate of Lessee, and Lessee hereby assigns to the Village all its right, title and interest in and to any such condemnation award. However, in the event of any such condemnation, Lessee shall have the right to recover from the public or governmental authority, but not the Village, such compensation as may be awarded to Lessee on account of the loss of improvements which have been improved, renovated or constructed by Lessee, the loss of Lessee's leasehold estate, and such additional relief as may be provided by law as shall be the basis of Lessee's damages against such condemning authority, if a separate claim therefore is allowable under applicable law.

### **ARTICLE VIII HAZARDOUS MATERIAL**

**Section 8.1. General Prohibition.** Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought or remain upon, manufactured, possessed, used, discharged, leaked or emitted in or about, or treated (collectively, a "Hazardous Material Activity") on, in, under or about the Building or the Premises without the prior written consent of the Village, which consent the Village may withhold in its reasonable discretion; provided, however, the Village, in its reasonable discretion, may consent to any Hazardous Material Activity on, in, under or about the Building or the Premises if Lessee demonstrates to the Village, in its sole and absolute judgment, that any such Hazardous Material (in incidental quantities) is necessary to or required as a part of Lessee's Permitted Use and that Lessee shall strictly obey and adhere to any applicable Environmental Law (as defined below) that in any manner regulates or governs any such Hazardous Material Activity of the Lessee. As used in this Lease, "Hazardous Material" means any hazardous, etiological, toxic, or radioactive substance, chemical, compound, product, solid, gas, liquid, by-product, pollutant, contaminant, material, matter, or waste that is or becomes during the Term of this Lease regulated by any applicable Environmental Law (as defined below), and shall include but not be limited to asbestos, petroleum products, polychlorinated biphenyls and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.), as supplemented and amended from time to time, and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), as supplemented and amended from time to time. As used in this Lease, "Environmental Law" means any federal, state, or local law, ordinance, order, rule, regulation, code, or any governmental restriction, requirement, permit, license, certificate, decision or other governmental action in connection with any Hazardous Material or any Hazardous Material Activity. Notwithstanding any such prior written consent of the Village, the Village may revoke such consent upon (i) Lessee's failure to remain in full compliance with any applicable Environmental Law; (ii) the Lessee's activities or operations at the Building or the Premises posing a human health risk (as determined by any federal, state, or local governmental authority having the responsibility or jurisdiction to make such determination); or (iii) Lessee expanding any Hazardous Material Activity in a manner the Village may deem to be inconsistent with the safe operation of the Building or the Premises. In addition, Lessee represents and warrants to the Village that (i) Lessee shall apply for and remain in compliance with any Environmental Law in regard to any Hazardous Material Activity; (ii) Lessee shall report to any and all applicable governmental authorities any Hazardous Material Activity involving reportable quantities of any Hazardous Material as required by any Environmental Law; (iii) Lessee shall be responsible for monitoring the condition of any asbestos existing in or on the Premises as of the Date of Lease for deterioration or damage and shall abate by means of containment or removal, or a combination of containment and removal, in accordance with any applicable Environmental Law, any such existing asbestos which may be or may become friable through the passage of time or as a consequence of Lessee's use and occupation or maintenance and repair of the



Premises under this Lease; (iv) Lessee shall, within ten (10) days of its receipt, send to the Village a copy of any notice, order, inspection report, or other document issued by any governmental authority relevant to Lessee's compliance status with any Environmental Law; and (v) upon or prior to the termination of this Lease, Lessee shall remove from the Building and the Premises, at Lessee's sole cost and expense, any Hazardous Material that Lessee brought or permitted to be brought upon the Building and the Premises.

**Section 8.2. Environmental Indemnification.** To the fullest extent permitted by law, the Lessee shall indemnify, hold harmless and hereby waives any claim for contribution against the Village, its officers, agents and employees, for any damages, expenses, liabilities, fines, costs, penalties, attorneys' fees, consultant fees and expert fees (including, but not limited to any removal and clean-up of any Hazardous Material and restoration work necessary to return the Building and the Premises, together with any other property of any nature wherever located, to their condition existing prior to the introduction of any such Hazardous Material, as well as any loss, or restriction on use of leaseable space or any amenity of the Building or the Premises) resulting from any Hazardous Material Activity or any other acts or omissions of the Lessee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility of the Village under any applicable Environmental Law in connection with the Lessee's use and occupation of the Building or the Premises under this Lease. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Lease and the Lessee's obligations hereunder shall apply whenever the Village incurs any cost or liability for any Hazardous Material Activity of the Lessee or any other acts or omissions of the Lessee of the types described in Section 8.1 of this Lease above.

## **ARTICLE IX LIABILITY, INDEMNIFICATION AND INSURANCE**

### **Section 9.1. Liability and General Indemnification.**

(a) The Village shall not be responsible for any loss of or damages to the property of the Lessee, or for damages to the property or injuries to or death of any person of the Lessee's officers, agents, or employees, or others who may be on the Premises at their invitation or the invitation of any one of them, which may arise from or be attributable or incident to the condition or state of repair of the Premises.

(b) To the fullest extent permitted by law, the Lessee agrees to assume all risks of loss of or damage to property, including the Building and the Premises, and injury to or death of persons by reason of or incident to the possession and/or use of the Building and the Premises by Lessee, or any of the activities conducted by Lessee under this Lease. The Lessee expressly waives all claims against the Village for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Building and the Premises by Lessee or the conduct of activities or the performance of responsibilities by Lessee under this Lease. To the fullest extent permitted by law, the Lessee further agrees to indemnify, save, hold harmless, and defend the Village, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of the Building and the Premises by Lessee or any activities conducted or services furnished by Lessee in connection with or pursuant to this Lease, whether such loss, damages, injuries or death shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any occupant, visitor or user of any portion of the Premises. The agreements contained in the preceding sentence do not extend to claims for damages caused solely by the negligence or willful misconduct of the Village, its officers, agents or employees.

**Section 9.2. Insurance Required of Lessee.** During the entire Term that this Lease shall be in effect, the Lessee, at its sole cost and expense, shall carry and maintain:

(a) Comprehensive general liability insurance, including but not limited to insurance against claims or causes of action for personal injury (including without limitation bodily injury or death) or for property damage arising in connection with the Lessee's use and occupation of the Building and the Premises, to provide protection as of the Date of Lease and at all times during the period that this Lease shall be in effect, with limits of liability in amounts not less than the Public Liability Insurance Amounts. Such insurance shall also include coverage against liability for personal injury (including without limitation bodily injury or death) and for property damage arising out of the acts or omissions of others who may be on or about the Building or the Premises at the invitation of the Lessee, or involving any owned, hired and nonowned automotive or other motor vehicle equipment in connection with any of the Lessee's activities under this Lease; and

(b) Personal property insurance, including but not limited to insurance protecting and indemnifying the Lessee against any and all damages to and loss of any of the equipment, furnishings, furniture, fixtures, inventory or contents of the Lessee or others which may be located or stored in the Building or the Premises (collectively, "**Lessee's Personal Property**"), and all claims and liabilities related thereto, in such form and amounts, if any, as the Lessee shall deem necessary or appropriate.

**Section 9.3. Policy Provisions.** All insurance which this Lease requires the Lessee to carry and maintain or cause to be carried or maintained in Section 9.2(a) above shall be in such form, for such period of time, and with such insurers having a Best rating of "A" or better and licensed to do business in the State of Illinois as the Village shall approve. All policies or certificates issued by any insurer of the comprehensive general liability insurance specified in Section 9.2(a) will name the Village as an additional insured, provide that any losses shall be paid notwithstanding any act, omission or negligence of the Lessee, the Village or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Village of written notice thereof, provide that any such insurer shall have no right of subrogation against the Village, and be reasonably satisfactory to the Village in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action which the Lessee may have against the Village.

**Section 9.4. Reliance Upon Property Insurance.** The Lessee understands that the Village, in reliance upon Section 9.2(b) of this Lease above, will not carry insurance of any kind on any of the Lessee's Personal Property which may be located or stored in the Building or the Premises and that the Village shall not be liable for any damage thereto or loss thereof. The Lessee hereby releases the Village from any and all responsibility whatsoever in connection with the Lessee's Personal Property and acknowledges that any location or storage of the Lessee's Personal Property in connection with the Lessee's occupation and use of the Building or the Premises shall be solely at the Lessee's risk. In the event of any damage to or loss of any of the Lessee's Personal Property, the Lessee shall look solely to the Lessee's insurance coverage as specified by Section 9.2(b) above and shall make no claim whatsoever against the Village.

**Section 9.5. Delivery of Policies.** The Lessee shall deliver or cause to be delivered to the Village on or before the Date of Lease certificates or policies of insurance evidencing the insurance required by Section 9.2(a) of this Lease.

## ARTICLE X ASSIGNMENT AND SUBLEASE

**Section 10.1. Consent Required.** Lessee shall not assign or transfer this Lease or any interest in this Lease, or enter into any sublease of the Premises in whole or in part, without the prior, express and written consent of the Village. The Village's consent to any such assignment or sublease shall not be



deemed to be a consent to any subsequent assignment or sublease. Such consent shall not be construed as a waiver of the duty of Lessee, or its successors or assigns, to obtain from the Village a consent to any other or subsequent assignment or sublease, or as a modification or limitation of the right of the Village to consent to any assignments or sublettings by Lessee. Where any such consent of the Village is required, any assignment or sublease without the Village's consent shall be void, and shall, at the option of the Village, terminate this Lease.

**Section 10.2. Assignees and Sublessees Liable.** Each and every assignee and sublessee shall immediately be and become and remain liable for the payment of Rent and other charges payable under this Lease and for the due performance of all the covenants, agreements, terms, and provisions of this Lease on Lessee's part to be performed. No transfer to an assignee shall be binding on the Village unless the assignee shall deliver to the Village a recordable instrument which contains a covenant of assumption by the assignee to that effect. However, the failure or refusal of the assignee to deliver such instrument shall not release or discharge the assignee from its obligations and liability as above set forth.

**Section 10.3. Lessee Not Released.** Any sublease by the Lessee of the Premises, in whole or in part, shall not release the Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease.

**Section 10.4. Involuntary Transfers.** Neither this Lease nor any interest of the Lessee in the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the Village, terminate this Lease.

## ARTICLE XI DEFAULT AND REMEDIES

**Section 11.1. Events of Default.** The occurrence of any one or more of the following events (here sometimes called an "Event of Default") shall constitute a default of this Lease:

(a) if default shall be made in the due and punctual payment of any Rent, including any Monthly Installment and/or other charges payable under this Lease, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after notice from the Village to Lessee specifying the items in default; or

(b) if Lessee shall default in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing Section 11.1(a) of this Lease above, for a period of thirty (30) days after notice from the Village to Lessee specifying the items in default (unless the default involves the cancellation of insurance required under Section 9.2(a) hereof or a hazardous condition, which shall be cured forthwith upon the Village's demand, or unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(f) of this Lease below; or

(c) any desertion, vacation or abandonment of the Premises by Lessee; or

(d) the filing, execution or occurrence of:

(1) a petition in bankruptcy by or against the Lessee;

(2) a petition or answer by or against the Lessee seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code;

(3) adjudication of Lessee as a bankrupt or insolvent; or Lessee being in fact insolvent or bankrupt;

(4) an assignment by or against the Lessee for the benefit of creditors;

(5) a petition or other proceeding by or against the Lessee for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Lessee with respect to all or substantially all of Lessee's property;

(6) a petition or other proceeding by or against the Lessee for the dissolution or liquidation of Lessee, or the taking of possession of the property of the Lessee by any governmental authority in connection with dissolution or liquidation;

(7) the taking by any person of the leasehold created by this Lease or any part thereof upon execution, attachment or other process of law or equity; or

(e) if the Village shall default by the failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease and that failure continues uncorrected for thirty (30) days after notice of failure from Lessee (unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(f) of this Lease below; or

(f) if any default by the Lessee under the provisions of Section 11.1(b) of this Lease above or if any default by the Village under the provisions of Section 11.1(e) of this Lease above cannot with due diligence be cured or remedied within the period of time specified in such applicable notice of default, and if such defaulting party has commenced to cure or remedy such default and diligently pursues with due diligence to cure or remedy such default thereafter, then the time to cure or remedy such default shall be extended for such additional time as is reasonably necessary to cure or remedy the same with all due diligence.

**Section 11.2. Termination of Lease.** Upon the occurrence of any Event of Default by the Lessee, the Village may, if the Village so elects, in addition to any other right or remedy given under this Lease or by law, give notice to the Lessee that this Lease shall terminate upon the date specified in such notice, and upon the date specified in such notice, or in any other notice pursuant to law, this Lease and the term thereof shall terminate. Upon the occurrence of any Event of Default by the Lessee, the Village may alternatively elect, without terminating this Lease, to terminate the Lessee's right to possession of the Premises under this Lease upon giving similar notice to the Lessee, and upon the date specified in any such notice, the Lessee's right to possession of the Premises shall terminate. Any such termination of this Lease or of Lessee's right to possession of the Premises under this Lease by the Village shall not in any way be deemed to relinquish the Village's right to recover any unpaid Rent, other charges or "Damages" (as specified in Section 11.6 hereof) or to waive any other right or remedy given to the Village under this Lease or by operation of law.

**Section 11.3. Repossession by the Village.** Upon termination of this Lease or of Lessee's right to possession of the Premises under this Lease without termination of this Lease as provided in Section 11.2 above or pursuant to statute or by summary proceedings or otherwise, the Lessee shall surrender possession and vacate the Premises immediately and deliver possession thereof to the Village. In the event that the Premises are deserted, vacated or abandoned by the Lessee, the Lessee hereby grants to the Village full and free license to enter into and upon the Premises with or without process of law and to repossess the Village of the Premises as of the Village's former estate and to expel or remove any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry.

**Section 11.4. Removal of Property from Premises.** Any and all property which may be removed from the Premises by the Village pursuant to the authority of this Lease or of law, to which the Lessee is or may be entitled, may be handled, removed or stored by the Village at the risk, cost and expense of the Lessee, and the Village shall in no event be responsible for the value, preservation or safekeeping thereof. The Lessee shall pay to the Village, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Village's possession or under the Village's control. Any such property of the Lessee not retaken from storage by the Lessee within thirty (30) days after the termination of this Lease or of Lessee's right to possession under this Lease without termination of this Lease, however terminated, shall be conclusively presumed to have been conveyed by the Lessee to the Village under this Lease as a bill of sale without further payment or credit by the Village to the Lessee.

**Section 11.5. Reletting.** Upon termination of Lessee's right to possession under this Lease without termination of this Lease in any manner provided in Section 11.2 above or pursuant to statute or by summary proceedings or otherwise, the Village, if and to the extent required by law, shall use reasonable efforts to relet the Premises. The Village shall be deemed to use reasonable efforts if the Village leases the whole or any part of the Premises, separately or with other premises, for any period equal to or less than, or extended beyond, the remainder of the Term of this Lease for any amount or to any lessee or for any use the Village deems reasonably satisfactory or appropriate. The Village shall not be required to lease to any person or for any use the Village deems objectionable, or for any use not expressly permitted under Section 6.1 of this Lease, or to observe any instructions given by Lessee about any such reletting.

**Section 11.6. Unpaid Rent and Damages.** Upon termination of this Lease or of Lessee's right to possession under this Lease without termination of this Lease in any manner provided in Sections 11.2 above or pursuant to statute or by summary proceedings or otherwise, the Lessee shall pay to the Village, immediately and without any further demand or notice from the Village, any Rent and/or other charges accrued to the date of reentry or repossession of the Premises by the Village, together with any Monthly Installment of Rent otherwise payable for the full month in which such reentry or repossession of the Premises by the Village occurs, plus, to the extent applicable, damages equal to the sum of the following (collectively, the "**Damages**"):

(a) the cost of making all repairs, alterations and improvements required to be made by the Lessee under this Lease, including any obligation of the Lessee with respect to environmental indemnification of the Village under Section 8.2(b) of this Lease, and of performing all other covenants of the Lessee relating to the condition of the Premises during the term and upon expiration or sooner termination of this Lease, such cost to be deemed prima facie to be the amounts actually expended or incurred therefor by the Village or, if not otherwise expended or incurred at that time, the cost estimated by a reputable architect, engineer or contractor selected by the Village; and

(b) all of the Village's costs, charges and expenses, including, but not limited to, any and all costs, charges and expenses in connection with any of the following:

- (1) obtaining possession of the Premises;
- (2) removal and storage of Lessee's or any other occupant's property;
- (3) care, maintenance and repair of any building(s) or other improvements upon the Premises while vacant;
- (4) reletting the whole or any part of the Premises;
- (5) repairing, altering, renovating, partitioning, enlarging, remodeling, redecorating or

otherwise putting the Premises, including any building(s) and other improvements (either separately or as part of larger premises) into condition acceptable to, and reasonably necessary to obtain, any new lessee; and

(6) any and all costs and expenses of enforcement as specified in Section 11.7 of this Lease below; such foregoing costs, charges and expenses to be deemed prima facie to be the amounts actually expended or incurred therefor by the Village or, if not otherwise expended or incurred at the time, the cost estimated by a reputable architect, engineer or contractor selected by the Village; and

(c) an accelerated amount equal to the entire amount of Rent and/or other payments reserved under this Lease which would have become due and owing under this Lease from time to time during the unexpired period of the Term of this Lease; and minus, to the extent not previously deducted or credited, any Rent and other payments actually collected and allocable to the Premises or to the portions thereof relet by the Village. Any Rent or other payments so collected from any such reletting by the Village during the unexpired period of the Term or of this Lease shall be credited to the unpaid Damages as specified in (a), (b) and (c) of this Section 11.6 above due from the Lessee, or if such Damages are satisfied in full, shall be refunded to the Lessee.

**Section 11.7. Cost and Expenses of Enforcement.** Upon the occurrence of an Event of Default which requires either party to undertake any action to enforce any provision of this Lease, the defaulting party shall pay upon demand all of the nondefaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such nondefaulting party in enforcing any of the defaulting party's obligations under this Lease or in any litigation, negotiation or transaction in connection with this Lease in which the defaulting party causes the nondefaulting party, without the nondefaulting party's fault, to become involved or concerned.

**Section 11.8. Accord and Satisfaction.** No payment received by the Village of a lesser amount than the amount of any Rent or other charges shall be deemed to be other than on account of the earliest stipulated Monthly Installment of Rent or other charges nor shall any statement on a check or any letter accompanying a payment of any such Rent or other charges be deemed an accord and satisfaction. The Village may accept payment without prejudice to the Village's right to recover the balance of any such Rent or other charges or to pursue any remedy in this Lease or provided by law.

**Section 11.9. Waiver.** The waiver by the Village or Lessee of any breach or default of any term, covenant, or condition herein shall not be deemed or implied to affect, and no express waiver shall affect, any breach or default other than the breach or default specified in such waiver and then only for the time and to the extent stated therein. The acceptance of any payment by the Village shall not be deemed a waiver of any preceding breach or default by Lessee of any covenant herein, other than the failure of Lessee to pay the amount so accepted. No covenant, term or condition of this Lease shall be waived by the Village or Lessee unless such waiver is in writing and any failure to insist upon strict performance of any of the provisions contained in this Lease shall not be deemed a waiver of any subsequent breach of or default in any of such provisions.

**Section 11.10. Remedies Cumulative.** All rights and remedies conferred on the Village and Lessee by this Lease shall be deemed cumulative and no one right or remedy shall be deemed to be exclusive of the other or of any other right or remedy conferred by law, including specific performance or any other equitable action.

**Section 11.11. Cross Default.** To the extent that Lessee now has, or shall ever during the Term of this Lease or any extension hereof have, any other lease or leases with the Village, any Event of Default under this Lease shall be considered a simultaneous Event of Default under this Lease and a default under any other lease or leases which Lessee may have with the Village.



## ARTICLE XII MISCELLANEOUS

**Section 12.1. General Representations.** The Village and the Lessee, as applicable, each hereby represents and warrants to the other that: (a) each has the power and authority to enter into and perform its obligations and undertakings under this Lease according to its respective terms and provisions, has duly authorized the execution and delivery of this Lease, and neither this Lease nor the respective terms and provisions hereof contravene or constitute a default or violation of or under any agreement, instrument or indenture or any requirement of law, as the same concern them, respectively; and (b) there is no action, suit, proceeding or investigation, at law or in equity, or before or by any public board or body, pending, or to the knowledge of the Village or the Lessee threatened, against or affecting either of them, respectively, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Lease or which would materially affect their respective abilities to comply with the terms of this Lease and incidental and related documents and other instruments.

**Section 12.2. Entire Agreement; Conflict.** This Lease, together with any Exhibit or Addendum attached hereto, as well as the Deed, collectively set forth all covenants, promises, agreements, conditions and understandings between the Village and Lessee concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein and therein set forth. No subsequent change or addition to this Lease shall be binding upon the Village or Lessee unless reduced to writing and signed by both the Village and the Lessee. In the event of any conflict between the provisions of either the Deed and this Lease, the provisions of the Deed shall control.

**Section 12.3. No Partnership, Joint Venture, Etc.** The Village does not in any way become a partner, joint venturer or member of a joint enterprise with Lessee under this Lease.

**Section 12.4. Force Majeure.** If either party is delayed from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for such reasonable period as may be equivalent to the period of the delay.

**Section 12.5. Notices.** All notices, demands or other communications to be made or given or required to be made or given to the Village under or in respect of this Lease shall be in writing and sent or delivered to the attention of the Village's Representative at the Village's Address, and all notices demands or other communications to be made or given or required to be made or given to Lessee under or in respect of this Lease shall be in writing and sent or delivered to the attention of the Lessee's Representative at either the Premises or the Lessee's Address, or to such other person or address as each may give to the other in writing. Unless otherwise stated in this Lease, notices shall be deemed sent or delivered on the date when the same are: (a) deposited in the U.S. Mail and sent by registered or certified mail, postage prepaid, return receipt requested; (b) personally delivered; (c) deposited with a nationally-recognized courier for next day delivery, delivery charge prepaid; or (d) transmitted by telephone facsimile, telephonically confirmed as actually received.

**Section 12.6. Authorized Village and Lessee Representatives.** Whenever under the provisions of this Lease, the approval of the Village or the Lessee is required, or the Village or the Lessee is required to take some action at the request of the other, such approval or such request shall be given to the Village Representative for the Village and to the Lessee Representative for the Lessee, and each such respective representative shall be authorized to act for and on behalf of such applicable party on any such approval or request made by the other party.



**Section 12.7. Partial Invalidity.** If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease, or the application of the provisions in other circumstances, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 12.8. Memorandum Lease.** The Village and Lessee upon the request of either party shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Illinois. Either party shall be entitled to record such Memorandum of Lease with the Recorder of Deeds in Champaign County, Illinois.

**Section 12.9. Consent.** Except as to the provisions of Section 8.1 of this Lease, where any other provision of this Lease requires the prior written consent by or approval of either party, such consent or approval shall not be unreasonably withheld nor unduly delayed.

**Section 12.10. Time of the Essence.** Time is of the essence of this Lease and each and every covenant, term, condition and provision hereof.

**Section 12.11. Quiet Enjoyment.** The Village covenants and warrants that, except as otherwise provided in this Lease or in the Deed, for so long as Lessee fulfills the agreements, terms, conditions and covenants required of the Lessee under this Lease and, to the extent applicable, the Deed, the Lessee shall, at all times during the Term of this Lease, have and enjoy peaceful and quiet possession of the Premises.

**Section 12.12. Binding Effect.** Subject to the provisions of Article X of this Lease, the covenants and agreements contained in this Lease shall bind the respective successors, assigns, heirs and legal representatives of the parties hereto.

**Section 12.13. Applicable Law; Venue.** This Lease shall be governed by and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either party to enforce any of the provisions of this Lease, the venue for any such action or proceeding shall be in Champaign County, Illinois.

**Section 12.14. Holding Over.** If the Lessee retains possession of the Premises or any part thereof after the termination of this Lease by the lapse of time or otherwise, the Lessee shall pay to the Village, in order to compensate the Village for Lessee's wrongful withholding of possession for the time the Lessee remains in possession, for and during such time as the Lessee remains in possession, an amount calculated at twice the amount of the Rent in effect immediately prior to any such termination, plus any other charges accrued or otherwise due and payable under this Lease for and during such time as the Lessee remains in possession, together with all damages, whether direct or consequential, sustained by the Village by reason of Lessee's wrongful retention of possession, and otherwise on the same terms and conditions hereof.

[The signature page immediately follows this page.]

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this Lease to be executed by proper officers duly authorized to execute the same as of the Date of Lease set forth herein.

**LESSOR:**

THE VILLAGE OF RANTOUL,  
CHAMPAIGN COUNTY, ILLINOIS

**LESSEE:**

Champaign County Regional Planning Commission

By: \_\_\_\_\_  
Charles R. Smith  
Village President

By: Elizabeth Murphy  
(Name) Elizabeth Murphy  
(Title) Chief Operating Officer

(SEAL)

ATTEST:

\_\_\_\_\_  
Janet E. Gray  
Village Clerk

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF CHAMPAIGN )

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES R. SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, and **JANET E. GRAY**, personally known to me to be the Village Clerk of the Village of Rantoul, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Village Clerk, respectively, they signed and delivered the said instrument of writing as President and as Village Clerk of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

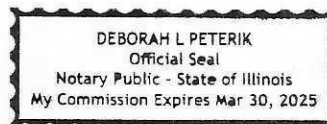
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF CHAMPAIGN )

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that ELIZABETH MURPHY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that SHE signed and delivered the said instrument as A free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 18 day of JULY, 2022

Deborah L Peterik  
Notary Public



## Addendum A

### **RULES AND REGULATIONS**

**(Effective June 1, 2002)**

The following Rules and Regulations are promulgated by the Village for the use and occupation by the Lessee of the Premises located in the Building, all as described in the Lease to which these Rules and Regulations are attached as **Addendum A**. All capitalized words and terms used in these Rules and Regulations shall have the same meanings as respectively set forth in such Lease.

(1) The Lessee shall not conduct itself or permit any of its officers, agents, employees, contractors or invitees to conduct themselves in the Premises or in the Building in a manner inconsistent with the comfort or convenience of other lessees in the Building.

(2) The Lessee shall not exhibit, sell or offer for sale on the Premises or in the Building any article or thing, except those articles and things essentially connected with Lessee's Permitted Use of the Premises, and shall not sell, offer or deliver, or permit to be sold, offered or delivered in the Premises or the Building any alcoholic or other intoxicating beverage, without the prior written consent of the Village.

(3) The Lessee shall not make or permit to be made any use of the Premises which, directly or indirectly, may be dangerous to life, limb or property, or permit to be brought into the Premises or the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, and benzine, or any explosives or other articles deemed hazardous to life, limb, or property, or do or permit any act or thing which may invalidate or increase the cost of any policy of insurance carried by the Village on the Building in accordance with Section 7.5(d) of the Lease.

(4) The Lessee shall not display, inscribe, paint, print, maintain, or affix on any place in or about the Building any sign, notice, legend, direction, figure, or advertisement, except on the doors of the Premises and on the directory board of the Building, if any, and then only such name or names and in such color, size, style, place, material, and manner as the Village shall previously approve in writing.

(5) The Lessee shall not use the name of the Building for any purpose other than that of a business address of the Lessee and shall not use any picture or likeness of the Building in any circulars, notices, advertisements, or correspondence without the prior written consent of the Village.

(6) The Lessee shall not obstruct or use for storage or for any purpose other than ingress and egress, the sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators, stairways and other common areas of the Building.

(7) No bicycle or other vehicle and no dog, cat, bird, fish, reptile, rodent or other animal shall be brought or permitted to be in the Building or any part of the Building, other than as an aid to handicapped persons.

(8) The Lessee shall not permit any noise or odor that is objectionable to other occupants of the Building to emanate from the Premises, including any as may be associated with any construction, alteration, improvement or repair of the Premises, and shall not disturb, solicit, or canvass any occupant of the Building.

(9) The Lessee shall not install any loud speakers, radio, television, stereo or other device in the Premises or in the Building, or any antennae, aerial wires, or other equipment inside or outside the Building, without, in each and every instance, the prior written consent of the Village. The use thereof, if permitted,



shall be subject to control by the Village to the end that the same shall not be heard or seen outside of the Premises and that other occupants of the Building shall not be disturbed or annoyed thereby.

(10) The Lessee shall not place or permit to be placed any article of any kind on the window ledges or on the exterior walls, and shall not throw or permit to be thrown or dropped any article from any window of the Building, and shall not, without the Village's prior written consent, place or allow anything to be against or near the glass or partitions or doors of the Premises that may diminish the light in, or be unsightly from, halls or corridors of the Building.

(11) The Lessee shall not undertake to regulate any thermostat, and shall not waste water by causing any faucet to remain open.

(12) The Lessee shall not change any lock nor attach or permit to be attached any additional locks or similar devices to any door or window nor make or permit to be made any keys for any door to the Premises or Building other than those provided by the Village (if more than two keys for one lock are desired by the Lessee, the Village shall provide the same upon payment therefor by the Lessee). If the keys provided to the Lessee shall be lost or any locks damaged, the Lessee shall be liable for the cost of replacement or repair. Upon the expiration or earlier termination of the Term or of the Lessee's right to possession, the Lessee shall disclose to the Village the combination of any safes, cabinets, or vaults left in the Premises.

(13) The Lessee shall be responsible for locking the doors and closing of the transoms and windows in and to the Premises.

(14) If the Lessee desires any telephonic, telecommunication, microwave, burglar alarm, or signal service, the Village will, upon request, direct where and how connections and all wiring for those services shall be introduced and run. The Lessee shall make no boring, cutting, or installation of wires or cables without the Village's prior written consent and direction.

(15) The Lessee shall not install or operate, without the Village's prior written consent, any steam or internal combustion engine, boiler, machinery, refrigerating or heating device, air-conditioning apparatus or any other electrical device of any nature in or about the Premises, other than ordinary and customary office machinery and equipment, or use the Premises for housing accommodations or lodging or sleeping purposes or do any cooking therein or use any illumination other than electric light.

(16) The Lessee shall not, without the Village's prior written consent, install in the Premises any electrical equipment that uses in the aggregate more than a standard electrical load of eight (8) watts per square foot. The Lessee shall also ascertain from the Village the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building, and shall not use more than safe capacity. The Village's consent to the installation of any such electric equipment shall not relieve the Lessee from the obligation not to use more electricity than safe capacity or to pay any increased cost thereof.

(17) The Lessee shall not lay any floor covering so that such floor covering shall come in direct contact with the floor of the Premises. The Lessee shall not use cement or other similar material in affixing floor covering. If any floor covering is used, an interliner of builder's deadening felt shall first be affixed to the floor by paste or other material soluble in water.

(18) All garbage, trash and refuse shall be kept in the type of container as may be specified by the Village from time to time and shall be placed for collection in the manner, at the time and in the place or places specified by the Village.