

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE Agreement (the "**Lease**") is made as of the ____ day of December, 2025 (the "**Effective Date**"), between SVN Chicago PM as Agent for GW 104 Oak Park LLC, an Illinois limited liability company ("**Landlord**") and **VILLAGE OF OAK PARK**, an Illinois Home Rule Municipal Corporation ("**Tenant**"). Landlord and Tenant are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Landlord is the owner of the building located at 104 N. Oak Park Ave, Suite 203, Oak Park, IL, 60301 (the "**Building**") and the land (the "**Land**") (including all easements appurtenant thereto) thereunder. The Building includes approximately 26,000 square feet of gross leasable area. The term "**Project**" means the Building and the Land. The term "**Premises**" means that part of the Project leased to Tenant described in the Schedule and outlined on Appendix A. The following schedule (the "**Schedule**") is an integral part of this Lease. Terms defined in this Schedule shall have the same meaning throughout the Lease.

SCHEDULE

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| 1. Tenant: | Village of Oak Park, an Illinois Home Rule Municipal Corporation |
| 2. Owner/Landlord: | GW 104 Oak Park LLC, an Illinois limited liability company |
| 3. Property Manager: | SVN Chicago PM., as agent for GW 104 Oak Park LLC
940 W Adams St, Ste 200, Chicago, IL 60607 |
| 4. Premises: | 104 N. Oak Park Ave, Suite 203, Oak Park, IL, 60301 |
| 5. Lease Type: | Gross Lease |
| 6. Rentable Square Feet: | Approximately 712 sq ft |
| 7. Tenant's Real Estate Broker: | None |
| 8. Owner's Real Estate Broker: | David King & Associates, Inc. |
| 9. Lease Commencement Date: | December 1, 2025 |
| 10. Rent Commencement Date: | Lease Commencement Date |
| 11. Termination Date: | June 30, 2027 |
| 12. Lease Term: | Nineteen (19) Months, commencing on December 1, 2025, and ending on June 30, 2027
unless sooner terminated. |
| 13. Base Rent: | \$1,500.00 |
| 14. Permitted Use: | Engineering Office |
| 15. Renewal Options: | None. |

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, solely for the Permitted Use, the Premises described above for the Lease Term. No remeasurement of the Premises or recalculation of square footage shall result in any change to the Base Rent or Additional Rent. Landlord and Tenant agree as follows:

1. BASE RENT.

- A. **Base Rent Schedule.** Beginning on the Rent Commencement Date and continuing through the Termination Date, Tenant shall pay to Landlord monthly base rent in the amount of \$1,500.00, in advance, on the first day of each month ("**Base Rent**").
- B. **Payment of Rent.** Tenant shall pay all Base Rent, Additional Rent (as defined below), and all other sums due under this Lease (collectively, "**Rent**") monthly in advance, without notice or demand and without setoff or deduction. The first month's Base Rent and the Security Deposit shall be paid upon Tenant's execution of this Lease. This Lease shall not be effective, and Tenant shall not receive access to the Premises, until such amounts have been received by Landlord.
- C. **Rent Payment Location.** Tenant shall pay all Rent through Landlord's designated property management platform (currently AppFolio) or by check or money order made payable to:

SVN Chicago PM as agent for GW 104 Oak Park LLC
940 W Adams St, Suite 200
Chicago, IL 60607
Attn: Micky Cicchinelli

Landlord may designate a different payment method or address upon written notice to Tenant.

- D. **Interest and Late Charges.** Any amounts due under this Lease and not paid when due shall bear interest at the lesser of (i) 12% per annum, or (ii) the maximum rate permitted by law, from the date due until paid. If any installment of Rent is not received within ten (10) days after the due date, Tenant shall pay a late charge equal to ten percent (10%) of the then-current monthly Base Rent. Tenant shall pay \$50.00 for each returned check. If Landlord incurs any expense to cure a Tenant default, such amounts shall be deemed Additional Rent and payable upon demand.

- E. **Rent Abatement.** None.

2. **ADDITIONAL RENT.** All amounts required or permitted to be paid by Tenant under this Lease, in addition to Base Rent, including, without limitation, payment of all utilities as set forth in Paragraph 5, shall constitute “**Additional Rent**”, and the failure to pay any such amounts shall be deemed a failure to pay Rent.

- A. **Additional Expenses.** If Tenant fails to perform any obligation under this Lease which requires the expenditure of money, Landlord may (but shall not be obligated to) make such payment or perform such act on Tenant’s behalf. Any sums paid or expenses incurred by Landlord in connection therewith, including reasonable attorneys’ fees and expenses, shall be reimbursed by Tenant to Landlord upon demand, together with interest at the maximum rate permitted under Illinois law from the date such funds were advanced until repaid. All such amounts shall be deemed Additional Rent, and Landlord may collect the same in the manner provided for collection of Rent.

3. **PERMITTED USE / OCCUPANCY.** Tenant shall use and occupy the Premises solely for the operation of an engineering office for the Village of Oak Park and its contractors, agents, and consultants (the “**Permitted Use**”), and for no other purpose whatsoever. Tenant shall not change the Permitted Use without Landlord’s prior written consent, which may be withheld in Landlord’s sole and absolute discretion. Tenant shall not use the Premises for any use that would violate any terms or provisions of this Lease. Tenant shall not use the Premises in any manner that violates this Lease or interferes with or disturbs other tenants or occupants of the Building. Tenant shall not permit any improper, immoral, unlawful, objectionable, or disruptive activity, nor commit or permit any waste. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and all requirements of the fire department, board of fire underwriters, and any similar authorities relating to the Premises or Tenant’s use thereof. Tenant shall not use the Premises, or any portion thereof, for any operation, activity or business that: (a) creates strong, unusual or offensive odors, fumes, dust or vapors; (b) constitutes a public or private nuisance; (c) emits noise or sounds which are objectionable in Landlord’s reasonable judgment; (d) creates unusual fire, explosive or other hazards; (e) involves the handling, storage, sale, disposal, or installation of Hazardous Materials (as defined herein); or (f) violates the rules and regulations attached hereto as **Appendix B.**

4. **CONDITION OF PREMISES.** Landlord shall remove all excess furniture from the Premises and shall ensure that all lighting fixtures are in good working order as of the Lease Commencement Date. Except for the foregoing, Tenant accepts the Premises in “**AS IS, WHERE IS**” condition, without representation or warranty by Landlord, express or implied, and without any obligation of Landlord to alter, remodel, improve, repair, or decorate the Premises. By taking possession of the Premises, Tenant shall be deemed to have acknowledged that the Premises and the Building are in good order, condition, and repair. This Lease does not grant Tenant any right to light, air, or view over or about Landlord’s property.

5. **UTILITIES.**

- A. **Tenant’s Utility Obligations.** Tenant shall be solely responsible for obtaining, paying for, and maintaining telephone and internet service to the Premises. All other utilities, including water, sewer, gas, electricity, and garbage removal, shall be provided by Landlord and included in the Base Rent, except as otherwise provided herein. If Tenant fails to pay any charges for telephone or internet service, or if Landlord incurs any cost related

to such services on Tenant's behalf, Tenant shall reimburse Landlord such amounts as **Additional Rent**, immediately upon demand.

- B. **No Liability for Utility Interruptions.** Landlord does not warrant or guarantee that utility services—whether provided by Landlord or a third party—will be free from interruptions, shortages, failures, or delays arising from any cause whatsoever, including repairs, replacements, improvements, utility provider issues, labor disputes, accidents, or circumstances beyond Landlord's control. No such interruption or delay shall: (i) constitute a constructive eviction; (ii) entitle Tenant to an abatement or reduction of Rent; or (iii) result in any liability of Landlord to Tenant. Tenant hereby waives all claims against Landlord arising from any such interruptions or failures, except to the extent caused by Landlord's gross negligence or willful misconduct.

6. **REPAIRS AND MAINTENANCE.**

- A. **Repairs and Maintenance (Tenant).** Tenant, at its sole cost, shall keep the interior, non-structural portions of the Premises in a clean, sanitary, and orderly condition, including:
- i. interior doors, door hardware, locks, and keys;
 - ii. interior surfaces of windows and window glass;
 - iii. interior walls, floors, ceilings, and floor coverings;
 - iv. Tenant's furniture, fixtures, equipment, cabling, and personal property;
 - v. any Alterations, Improvements, or installations made by Tenant; and
 - vi. repairs required due to misuse, negligence, willful misconduct, illegal acts, or damage caused by Tenant, its employees, contractors, or invitees.

Tenant shall promptly notify Landlord of any condition requiring building-system or structural repair.

If Tenant fails to make any repair required under this subsection within a reasonable time after written notice, Landlord may, but is not obligated to, make such repair, and Tenant shall reimburse Landlord for the reasonable cost thereof within ten (10) days after billing. All such amounts shall constitute Additional Rent.

- B. **Repairs and Maintenance (Landlord).** Landlord, at its sole cost and expense (and included in Base Rent), shall maintain, repair, and replace as necessary:
- i. the Building's roof, structural components, exterior walls, and foundation;
 - ii. storefront system, including exterior window systems;
 - iii. plumbing, electrical, and sewer systems serving the Premises (excluding clogs caused by Tenant);
 - iv. the Building's HVAC system serving the Premises;
 - v. sprinkler, fire alarm, and life-safety systems; and
 - vi. all other Building systems not exclusively serving any single tenant.

Nothing herein shall obligate Landlord to make repairs required due to Tenant's negligence, misuse, or willful misconduct; such repairs shall be at Tenant's cost.

- C. **Inspection.** Landlord and its agents, contractors, and designees may enter the Premises at reasonable times during normal business hours, upon reasonable notice to Tenant (except in emergencies), for purposes of: inspection, maintenance and repairs, making alterations, improvements, or additions, compliance with governmental requirements, or showing the Premises to prospective purchasers, lenders, or tenants during the last six (6) months of the Term. Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's operations.
- D. **Tenant's Personal Property.** Tenant may install, maintain, and remove trade fixtures and equipment necessary for its operations. Tenant shall remove all such items upon expiration or earlier termination of this Lease and repair any damage caused by such removal. Any trade fixtures, equipment, or personal property not removed within five (5) days after the Lease Term shall be deemed **abandoned** and may be removed, stored, sold, or discarded by Landlord at Tenant's sole cost. Tenant shall reimburse Landlord for all such costs within fifteen (15) days after invoice.

7. **ADDITIONS AND ALTERATIONS.**

- A. **Initial Improvements by Tenant.** Before commencing any initial work in or upon the Premises (“**Tenant’s Work**”), Tenant shall, unless expressly waived by Landlord in writing, submit the following to Landlord for prior written approval:
- i. complete architectural, electrical, and mechanical plans and specifications (PDF format) for all Tenant’s Work, including all improvements, alterations, furnishings, trade fixtures, and equipment;
 - ii. sworn contractor statements and full contractor/subcontractor lists, including contracts, contact information, and material supplier information;
 - iii. all permits and governmental approvals required for Tenant’s Work;
 - iv. certificates of insurance naming Landlord, Landlord’s mortgagee, and Landlord’s property manager as additional insureds for ongoing and completed operations; and
 - v. any other documents or information reasonably required by Landlord.

All plans and specifications must comply with all applicable laws, codes, regulations, and permitting requirements. Tenant shall not commence any Tenant’s Work until Landlord has granted written approval, which shall not be unreasonably withheld or delayed for non-structural work. Landlord may withhold consent for any structural or Building-wide impact for any reason whatsoever. Any material modification to the approved plans also requires Landlord’s separate written approval.

- B. **Tenant’s Alterations and Improvements to the Premises.** Tenant shall not make any alterations, additions, improvements, or installations to the Premises or the Building, including but not limited to interior signs, flooring, plumbing fixtures, exterior lighting, cabling, antennas, awnings, window coverings, sound systems, or storefront modifications, without Landlord’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed for non-structural interior work. Tenant must submit plans and specifications for all proposed work at the time approval is requested. Landlord may require, as a condition of approval, that: (i) Tenant obtain and pay for a payment and performance bond naming Landlord as an obligee; (ii) Tenant provide full lien waivers (contractor, sub-contractor, supplier) and architect/engineer certifications upon completion; (iii) Tenant provide a date-down endorsement to Landlord’s title policy confirming no construction-related exceptions or mechanic’s lien exposure. All contractors and subcontractors must be properly licensed and carry general liability and workers’ compensation insurance in Landlord-required amounts, naming Landlord and its designees as additional insureds. All Tenant work must be performed: (1) in a first-class, workmanlike manner; (2) using new or fully reconditioned materials; (3) in compliance with all laws and governmental requirements; and (4) without affecting Building structure, mechanical systems; or Building operations; and (5) Tenant shall obtain all required permits at Tenant’s sole cost.
- C. **Ownership; Removal; Restoration.** All alterations, additions, improvements, and fixtures installed by Tenant shall, at Landlord’s option, remain on the Premises and become Landlord’s property upon expiration or earlier termination of this Lease. However, if Landlord gives Tenant written notice prior to the expiration or termination requiring removal of any such item, Tenant shall remove the same and restore the Premises to its original condition, ordinary wear and tear excepted; provided that Tenant is not required to remove or restore any portion of Tenant’s Work completed at the beginning of the Term, unless Landlord expressly required removal at the time of approval. If Tenant fails to remove items or fails to complete required restoration, Landlord may do so and charge Tenant for all removal and repair costs, plus a \$500 administrative fee, all of which shall be Additional Rent and payable within ten (10) days after invoice.

8. **COVENANT AGAINST LIENS.** Tenant has no authority to create, permit, or suffer any lien or encumbrance of any kind to attach to Landlord’s interest in the Building, Premises, or Land. Any such lien arising from Tenant’s acts or omissions shall attach only to Tenant’s leasehold interest. Tenant shall not permit any mechanic’s lien, materialman’s lien, or similar encumbrance to be filed against the Land, Building, or Premises in connection with labor, materials, or services furnished to Tenant or its contractors. Tenant shall promptly (and in all events within ten (10) days) cause any such lien to be released of record or bonded over in a manner acceptable to Landlord. If Tenant fails to do so, Landlord may, but shall not be obligated to, remove or bond over the lien. Tenant shall indemnify, defend, and hold Landlord harmless from all

losses, costs, and expenses, including attorneys' fees and court costs, incurred by Landlord in connection therewith. All such amounts shall be payable by Tenant within fifteen (15) days after invoice and shall constitute Additional Rent.

9. **WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE; HAZARDOUS MATERIALS;**

- A. **Property of Tenant.** All property of Tenant located in or about the Premises shall be at the sole risk of Tenant. Landlord shall not be liable for any loss, damage, theft, or destruction of such property, from any cause whatsoever, including without limitation water, fire, steam, gas, electricity, plumbing, weather conditions, or defects in the Building, whether originating inside or outside the Premises.
- B. **Tenant's Insurance Requirements.** Tenant, at its sole cost and expense and prior to the Commencement Date, shall maintain the following insurance throughout the Lease Term ("**Tenant's Policies**"):
- i. **Commercial General Liability Insurance:** Tenant shall keep in force and at its own expense Commercial General Liability (CGL) insurance, which shall be on a primary and non-contributory basis, covering Premises/operations, contractual liability, personal injury, and products/completed operations, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate. This insurance policy must name Landlord and Landlord's Property Manager as additional insureds, and must contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's agents, including but not limited to, Landlord's Property Manager, members, managers, employees, and all mortgagees ("**Waiver of Subrogation**")
 - ii. **Worker's Compensation Insurance.** Tenant must maintain Worker's Compensation as required by law, plus Employer's Liability with limits of at least \$500,000 per accident, including Waiver of Subrogation, covering all employees, agents and contractors of Tenant performing work in, on, or with respect to the Premises.
- C. **Additional Insurance Provisions.**
- i. **Policy Requirements.** All Tenant's Policies shall:
 - 1. be issued by Class A companies authorized in the state,
 - 2. be primary and non-contributory with Landlord's insurance,
 - 3. contain Waivers of Subrogation in favor of Landlord and its agents,
 - 4. contain no assault, battery, or firearm exclusions, and
 - 5. provide 30 days' prior written notice (10 days for non-payment) to Landlord of cancellation or material change.
 - 6. **Mortgage Clause:** All policies of insurance required to be maintained by Tenant pursuant to this Lease shall, if the Landlord so requires, be payable to the holder of any mortgage(s) as the interest of such holder may appear, pursuant to a standard mortgage clause.
 - ii. **Insurance Certificates:** With respect to each policy of insurance listed herein, Tenant shall deliver to Landlord certificates of insurance prior to occupancy, and thereafter, at least 30 days before each renewal.
 - iii. **Biannual Review:** All policies of insurance required to be maintained by Tenant pursuant to this Lease shall, at Landlord's election, be subject to Landlord's annual review and Landlord, in its reasonable discretion, may require a reasonable increase in the amount of insurance coverage to be provided by Tenant.
 - iv. **Failure to Maintain Insurance.** If Tenant fails to maintain required insurance, Landlord may (but is not obligated to) obtain such coverage and Tenant shall reimburse Landlord as Additional Rent upon demand, including all reasonable expenses and attorneys' fees.
- D. **Landlord's Insurance.** Landlord shall maintain property damage insurance with such terms, coverages and conditions as are normally carried by reasonably prudent owners of properties similar to the Project.
- E. **Indemnification Provisions.**

- i. Indemnification of Landlord. Tenant agrees to indemnify, defend and hold Landlord its manager, members and any of their officers, directors, employees and agents harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the negligence or willful misconduct of Tenant or its employees, invitees, servants, contractors or agents in the management of Tenant's business, use and occupancy of the Premises, or construction of Alterations, or from any breach of any of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Tenant responsible for any loss, damage, liability or expense to the extent resulting from injuries caused by the gross negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord by reason of such claim as is described in the initial sentence of this paragraph, Tenant, upon written notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.
- ii. Indemnification of Tenant. Subject to the waivers contained herein, Landlord shall indemnify Tenant only for claims arising out of Landlord's willful misconduct or gross negligence occurring outside the Premises.

F. Waivers.

- i. Waiver of Subrogation. Without limiting the generality of any other waivers of claims contained in this Lease, Landlord and Tenant hereby waive any and all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective properties or interests (including business interruption and Rent loss), to the extent such loss or damage is insured against, or required to be insured against pursuant to the terms of this Lease, regardless of fault or negligence and regardless of the amount of insurance proceeds actually collected or collectible under any insurance policies in effect, and Landlord and Tenant each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements. Nothing contained herein shall serve as a waiver for any deductible or self-insured risk.
- ii. Waiver of Claims. Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage or injury to person and property or theft or loss of use of property and loss of business sustained by Tenant or any person claiming through Tenant resulting from any theft, fire, accident, occurrence, injury or condition in or upon the Premises or building of which they shall be a part, including, but not limited to, such claims for damage resulting from: (i) any defect in or failure of plumbing, heating or air-conditioning equipment, sprinkler, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain, sprinkler or any other pipe or tank in, upon or about such building or Premises; (iv) the backing up or overflow of any sewer pipe drain, storm water drainage or downspout; (v) the escape of gas, steam or hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such building or Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; and (ix) any act or omission of co-tenants or other occupants of said building or of adjoining or contiguous property or buildings including their employees, licensees and invitees. Without limiting the foregoing, Tenant acknowledges and agrees that it is solely responsible for providing adequate security for the Premises, and for Tenant's employees' and customers' use of the Premises. Landlord has no responsibility to prevent, and shall not be liable to Tenant, its agents, employees or customers for losses due to theft, burglary, or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises or the Building, and Tenant releases Landlord and any agent, employee or contractor thereof from all liabilities for these losses, damages, or injuries, regardless of their cause. In the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party hereto against the other with respect to such damage or destruction are waived, and all policies of fire and/or extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any.

- G. Compliance: Tenant shall comply with all applicable laws and ordinances (including, but not limited to environmental laws), all orders and decrees of court and all requirements of other governmental authority, and

shall not directly or indirectly make any use of the Premises, or use, store or dispose of within the Premises or the Building materials, which may thereby be prohibited or not be approved by any appropriate governmental agency or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

- H. **Hazardous Materials**: Tenant shall comply with all environmental laws relating to hazardous or toxic substances (“**Hazardous Materials**”) affecting the Premises or the Building. “Hazardous Materials” means any substance regulated by any governmental authority whose storage, use, release, or disposal is restricted or prohibited under applicable law. Tenant shall not bring, store, use, or permit any Hazardous Materials in or about the Premises or the Building without Landlord’s prior written consent. If Tenant causes or permits any Hazardous Materials to be present on or about the Premises, the Building, or any adjacent property, Tenant shall indemnify, defend, and hold Landlord harmless from all claims, damages, penalties, fines, losses, liabilities, diminution in value, costs of investigation, remediation, cleanup, and attorneys’, consultants’ and experts’ fees arising from or related to such Hazardous Materials, whether occurring during or after the Lease Term. If contamination results from Tenant or its agents, Tenant shall, at its sole cost and expense and with Landlord’s prior written approval (not to be unreasonably withheld), promptly take all actions required by applicable law to investigate, remove, remediate, and restore the affected areas to the condition existing prior to such contamination, provided such actions do not create any material adverse short-term or long-term effect on the Premises, the Building, or adjacent property.

10. **FIRE OR CASUALTY**. If the Premises or the Building is damaged by fire or other casualty and the damage does not render all or a substantial portion of the Premises untenable so that Tenant can reasonably continue operating the Permitted Use, Landlord shall repair and restore the same with reasonable promptness, subject to delays caused by insurance adjustment, force majeure, and compliance with applicable laws. If such damage renders all or a substantial portion of the Premises or the Building untenable such that Tenant cannot reasonably operate the Permitted Use, Landlord shall, within a reasonable time after the casualty, provide Tenant with a good-faith estimate of the time required to substantially complete the repairs. If Landlord’s estimate exceeds two hundred seventy (270) days from the date of the casualty, then either party may terminate this Lease (provided that Tenant may do so only if all or a substantial portion of the Premises is untenable) by written notice given within twenty (20) days after Landlord delivers its estimate. Landlord may include a notice of termination with its estimate. If neither party elects to terminate, Landlord shall proceed with reasonable promptness to repair and restore the Premises and the Building, subject to delays caused by insurance adjustment, force majeure, and all applicable zoning and building code requirements. Landlord shall have no liability if the repairs are not completed within the estimated timeframe or within the 270-day period. Tenant shall have no right to terminate this Lease if the casualty was caused by the act or neglect of Tenant or its agents, employees, or contractors. Landlord shall not be required to repair or restore any alterations, additions, improvements, decorations, trade fixtures, equipment, or personal property installed by Tenant. Any additional or elective restoration desired by Tenant shall be at Tenant’s sole cost and subject to Landlord’s prior written consent. If a casualty not caused by Tenant or its agents renders the Premises untenable and this Lease is not terminated, Base Rent and Additional Rent shall abate from the date of the casualty until the Premises are again tenantable, in the same proportion that the untenable area bears to the entire Premises.
11. **SIGNAGE**. Tenant shall not place, alter, exhibit, inscribe, paint, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the Building, or inside the Premises if visible from the outside, without first obtaining Landlord’s written approval thereof, which shall not be unreasonably withheld, conditioned or delayed; and Tenant further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc., as may be approved, in good condition and repair at all times, and to repair all damage to the Premises that is caused by the installation, maintenance or removal of such signs, lettering, etc. All tenant signs shall, at Tenant’s cost, comply with applicable laws, codes, ordinances, rules and regulations. Tenant shall install any such signage at its sole cost, and must remove all signs upon the termination of the Lease and repair all damage caused by such removal.
12. **WAIVER**. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Subject to the rights of Landlord in Paragraph 21, no receipt of monies by Landlord from Tenant after the termination of this Lease will in any way alter the length of the Lease Term or of Tenant’s right to possession hereunder or, after the giving of any notice, shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit

or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

13. **CONDEMNATION.** As used herein, “condemnation” includes a condemnation or any other taking under the power of eminent domain. Landlord shall give Tenant written notice of any condemnation, or contemplated or threatened condemnation action, forthwith upon Landlord becoming aware of same. If the whole or any part of the Premises shall be taken or condemned for any public or quasi-public use or purpose, the Lease Term, at the option of Landlord, shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award for the taking of the real property, improvements, and Landlord’s interests therein, without any payment to Tenant. Rent shall be apportioned as of the date of such termination. Nothing contained in this paragraph shall be deemed to preclude Tenant’s right to pursue any claim it may have against the condemning authority for damages or an award in the amount of relocation or other expenses so long as there is no resulting diminution in the award to Landlord. Further, in the event of said condemnation, Tenant shall have the absolute right to remove all improvements made by Tenant, including, but not limited to, equipment, fixtures and all personal property.

14. **ASSIGNMENT AND SUBLETTING.**

- A. **In General.** Tenant shall not, without Landlord’s prior written consent in each instance: (i) assign, transfer, or convey any interest in this Lease, whether voluntarily, involuntarily, or by operation of law; (ii) mortgage, pledge, or otherwise encumber Tenant’s interest in this Lease; (iii) sublet all or any portion of the Premises; or (iv) permit any person or entity other than Tenant and its employees to occupy any portion of the Premises. Any prohibited assignment, transfer, lien, encumbrance, sublease, license, or occupancy shall be void and shall constitute a default under this Lease. Tenant shall remain primarily liable for all obligations hereunder notwithstanding any approved assignment or sublease. Landlord’s consent to any transfer shall not constitute consent to any subsequent transfer. Tenant shall pay all reasonable attorneys’ fees and costs incurred by Landlord in reviewing any request for consent to an assignment or sublease. If Tenant assigns this Lease or sublets the Premises in its entirety, all renewal options, extension rights, expansion rights, and similar rights granted to Tenant under this Lease shall be personal to the original Tenant and shall not transfer to any assignee or subtenant.
- B. **Landlord’s Consent Standards.** Landlord shall not unreasonably withhold its consent to a proposed assignment or sublease. It shall be reasonable for Landlord to withhold consent if:
- i. **Tenant Default.** Tenant is in default under this Lease.
 - ii. **Conflict With Existing Tenants.** The proposed assignee or subtenant is a current tenant of the Building or Project, an affiliate of such a tenant, or a party Landlord has identified as a prospective tenant.
 - iii. **Financial Strength / Character.** The financial condition, business reputation, or character of the proposed assignee or subtenant is not reasonably satisfactory to Landlord.
 - iv. **Use Issues.** The proposed use is inconsistent with Landlord’s standards for the Building, violates this Lease, conflicts with other tenants’ leases, or is otherwise objectionable in Landlord’s reasonable judgment.
 - v. **Government Tenants.** The proposed assignee or subtenant is a governmental or quasi-governmental entity, except that this subsection shall not apply to an assignment to another department or governmental unit of the Village of Oak Park.
 - vi. **Partial Transfers.** The assignment or sublease is for less than the entire Premises or for less than the remaining Term.
- The foregoing is not exhaustive and does not limit other reasonable grounds for withholding consent.
- C. **Procedure.** Tenant shall provide Landlord with written notice of any proposed assignment or sublease at least thirty (30) days prior to the proposed effective date, together with: (1) the name and address of the proposed assignee or subtenant; (2) a copy of the proposed assignment or sublease agreement; (3) current financial statements and other information reasonably required by Landlord to evaluate financial condition and character; and (4) ownership information (corporate affiliates, partners, members, etc.).

- i. **Assignments.** As a condition to any effective assignment, the assignee shall execute an agreement, in form satisfactory to Landlord, assuming all obligations of Tenant under this Lease.
 - ii. **Subleases.** As a condition to any sublease, the subtenant shall execute an agreement to comply with Tenant's obligations under this Lease (other than economic obligations owed to Tenant) and, at Landlord's option, to attorn to Landlord if this Lease terminates prior to expiration of the sublease. All subleases shall include: (1) a waiver of all claims against Landlord; and (2) a waiver of subrogation by the subtenant's insurers; each in form acceptable to Landlord.
 - D. **Change of Ownership or Control.** Any direct or indirect transfer of forty-nine percent (49%) or more of the ownership interests in Tenant, or any transfer of the direct or indirect power to control the management or policies of Tenant, shall constitute an assignment requiring Landlord's consent. However, a transfer of ownership interests to a trust established for the benefit of the current equity owners of Tenant shall not constitute an assignment, provided such transfer is not made in connection with a change in Tenant's management.
 - E. **Excess Consideration.** If Tenant receives any consideration for an assignment or sublease in excess of the Rent allocable to the transferred space, Tenant shall pay Landlord fifty percent (50%) of such excess as Additional Rent immediately upon receipt. However, in a bona fide sale of all or substantially all of Tenant's business assets, no portion of the purchase price shall be deemed excess rent.
 - F. **Landlord's Recapture Right.** Within thirty (30) days after receiving Tenant's notice of a proposed assignment or sublease, Landlord may elect, by written notice to Tenant, to recapture the space that is the subject of the proposed transfer. Recapture shall be effective as of the proposed transfer date, and all obligations under this Lease shall cease as to the recaptured space except for those expressly surviving termination.
15. **SURRENDER OF POSSESSION.** Upon the expiration of the Lease Term, or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall at once surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted, and remove all of its property therefrom, and if such possession is not immediately surrendered Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass, eviction or forcible entry or detainer and without thereby relinquishing any right given to Landlord hereunder or by the operation of law. Without limiting the generality of the foregoing, Tenant agrees to remove at the expiration of the Lease Term and/or at the termination of the Lease or of its right of possession the following items of property: office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises, and such (but only such) alterations, improvements, additions and wiring or cabling as may be requested by Landlord, and Tenant shall pay to Landlord upon demand the cost of repairing any damage caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned same, and title thereof shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.
16. **HOLDING OVER.** If Tenant retains possession of the Premises or any part thereof after the expiration or earlier termination of the Lease Term or Tenant's right of possession, whether by lapse of time or otherwise, Tenant shall pay to Landlord two hundred percent (200%) of the then-current monthly Base Rent (plus any Additional Rent payable under this Lease) (the "Holdover Rate") for each month or portion thereof during which Tenant holds over, and also shall pay all damages sustained by Landlord on account thereof. The acceptance by Landlord of any such Holdover Rate shall not be deemed a consent to any such holding over. At Landlord's sole option, expressed in a written notice to Tenant (and not otherwise), such holding over may be treated as: (i) a month-to-month tenancy upon the then applicable terms and conditions set forth herein, except that Rent shall be at the Holdover Rate; or (ii) a tenancy at sufferance at the Holdover Rate; or (iii) a renewal of this Lease for a period of one (1) year at the Holdover Rate. If no such notice is served, then a tenancy at sufferance shall be deemed created at the Holdover Rate.
17. **ESTOPPEL CERTIFICATE.** Tenant agrees from time to time, upon not less than ten (10) days' prior written request by Landlord, that Tenant or Tenant's duly authorized representative having knowledge of the following facts will deliver to Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect); (ii) the dates to which the Rent and other charges have been paid; (iii) that the Landlord is not in default under any provision of this Lease, or, if any default exists, the nature

thereof in detail; and (iv) such other matters pertaining to this Lease as Landlord reasonably requires. Tenant shall not condition or delay delivery of the estoppel certificate based on any claim or dispute with Landlord. If Tenant fails to deliver such statement within the ten (10) day period referred to above, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact, coupled with an interest, in Tenant's name, place and stead, so to execute and deliver such certificate.

18. **SUBORDINATION**. Tenant hereby agrees that this Lease shall automatically be subject and subordinate to (i) any mortgage or deed of trust that is currently or may hereafter be placed upon the Building and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such indenture of mortgage or deed of trust provides otherwise, and (ii) any ground or underlying lease. Tenant shall, at Landlord's request, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence the subordination of this Lease to the lien of any such indenture or mortgage or deed of trust or to any such ground or underlying lease, or to acknowledge that this Lease is superior to such lien, as the case may be.

Should any prospective mortgagee or ground lessor require any modification of this Lease, which modification(s) will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to promptly execute and deliver whatever documents are required therefor.

19. **RIGHTS RESERVED BY LANDLORD**. Landlord shall have the following rights, in addition to all other rights and remedies contained in this Lease or available at law, none of which shall be deemed or construed as an eviction of Tenant, or as a disturbance of Tenant's use and possession of the Premises, provided that Landlord shall use commercially reasonable efforts to minimize interference with Tenant's operations:

- A. **Entry to Premises**. Landlord and its agents may enter the Premises at reasonable times and upon reasonable prior notice (except in emergencies) for the purpose of inspection, maintenance, repair, construction, replacement, or for any other purpose permitted under this Lease.
- B. **Access for Building Work**. Landlord may erect, install, use, maintain, repair, replace, and relocate pipes, ducts, risers, conduits, wires, structural supports, and other building systems within the Premises, provided such work does not materially interfere with Tenant's use of the Premises for the Permitted Use.
- C. **Changes to the Building**. Landlord may make changes, additions, improvements, repairs, or replacements to the Building and the Common Areas (including changes to entrances, hallways, lobbies, restrooms, mechanical rooms, elevators, and exterior areas), provided that Tenant's access to the Premises is not materially impaired.
- D. **Control of Common Areas**. All Common Areas shall at all times be subject to Landlord's exclusive control and management. Landlord may from time to time adopt, modify, or revoke reasonable rules and procedures relating to the use, operation, and maintenance of the Common Areas.
- E. **Security Measures**. Landlord may install and operate security systems, surveillance cameras, card access systems, or other security equipment in the Building or Common Areas. Tenant acknowledges that Landlord has no obligation to provide security services, but may elect to do so at Landlord's discretion.
- F. **Performance on Tenant's Behalf**. If Tenant fails to perform any obligation under this Lease after applicable notice and cure periods, Landlord may (but shall not be obligated to) enter the Premises and perform such obligation on Tenant's behalf. All reasonable costs incurred by Landlord shall be Additional Rent, due within ten (10) days after billing.
- G. **Emergency Access**. Landlord, its agents, and emergency personnel may enter the Premises at any time without prior notice in the event of an actual or suspected emergency, including but not limited to fire, flood, water leak, safety hazard, building system failure, or suspected criminal activity.

H. **Showing Space.** At any time during the Lease Term Landlord may enter the Premises to show the Premises to prospective tenants, purchasers, or lenders.

I. **Reservation of Rights.** No exercise of any reserved right by Landlord shall constitute a constructive eviction, entitle Tenant to an abatement of Rent, or otherwise relieve Tenant of any obligation hereunder.

20. **RULES AND REGULATIONS.** Tenant agrees for itself, its employees, agents, clients, customers, invitees, visitors, and guests, to comply with the current Rules and Regulations for the Building (a copy of which is attached hereto as **Appendix B**) which, from time to time, may be reasonably modified or supplemented by Landlord. Tenant agrees that Landlord shall not have any duty to Tenant to require other tenants to comply with such Rules and Regulations and Tenant's obligations under this Lease shall not be altered or reduced by reason of Landlord's failure so to do.

21. **DEFAULT / LANDLORD'S REMEDIES.** In the event: (i) Tenant fails to pay the Base Rent, Additional Rent, or any installment thereof, or in the payment of any other sum required to be paid by Tenant under this Lease and such default shall continue for five (5) days after the due date; or (ii) Tenant fails to observe and perform any of the other terms, covenants and/or conditions of this Lease which Tenant is required to observe and perform and such failure shall continue for fifteen (15) business days after written notice to Tenant; or (iii) Tenant allows a hazardous condition to exist on the Premises or fails to comply with any insurance obligation, and such condition or failure is not cured by Tenant within ten (10) business days after written notice from Landlord; or (iv) if the interest of Tenant in this Lease shall be levied on under execution or other legal process; or (v) if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant; or (vi) if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof; or (vii) if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment; or (viii) if Tenant shall make an assignment for the benefit of creditors; or (ix) if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature; or (x) if Tenant shall abandon or vacate the Premises during the Lease Term, then Landlord may declare that the Tenant is in "**Default**" and Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease.

A. **Rights on Default.** Upon the occurrence of an event of default, with or without notice or demand of any kind to Tenant or any other person, Landlord shall have the right, then or at anytime thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to Landlord at law or equity or contained in this Lease, to do any of the following:

- i. Landlord by itself or its authorized agents may cure the default and charge Tenant for the costs of such cure, which charge shall be due and payable as Additional Rent under this Lease immediately upon written notice to Tenant.
- ii. Landlord may enforce every provision of the Lease in accordance with its terms including, but not limited to enforcement of the payment of Rent provisions by a suit or suits in equity or at law. In furtherance thereof, Landlord shall have the right to obtain reports on Tenant's (and any other party responsible for Tenant's performance) credit worthiness from the three (3) major credit reporting agencies or any other credit agency customarily used by Landlord, and Tenant hereby consents thereto.
- iii. Landlord shall have the right to terminate the Tenant's right of possession of the Premises without terminating this Lease and, therefor, to reenter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding, by force or otherwise, without being deemed liable of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefor or in connection therewith, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary judgment or other action as may be provided by law. Additionally, Landlord may with or without terminating the Lease relet the Premises as the agent for and in the name of the Tenant, at any rental readily acceptable, applying the proceeds first to reimburse Landlord for all costs of enforcement of this Lease including attorneys' fees and court costs, if any, second, to costs to re-rent the Premises including, but not limited to, tenant improvement costs and leasing commissions, third, to reimburse Landlord for Landlord's entire cost and expense in preparing the

Premises for Tenant's occupancy, fourth, to the payment of such Rent as same comes due, and, fifth, toward the fulfillment of the other covenants and agreements of Tenant herein contained. Tenant shall not be entitled to any residual amount remaining after payment of all of the foregoing sums. Tenant hereby agrees that if Landlord shall recover or take possession of said Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the Rent hereby provided, Tenant shall pay to Landlord any loss or difference of Rent for the remainder of the Lease Term. Tenant acknowledges that Landlord has been granted Tenant's power of attorney coupled with an interest in order to effectuate Landlord's rights hereunder in the event that Tenant fails or refuses to do so within five (5) days of notice from Landlord.

- iv. Landlord, irrespective of the date on which its right of reentry shall have accrued or be exercised, shall have the right, whether for Rent or possession or otherwise, to terminate this Lease and the tenancy hereby created. Except to the extent required by applicable law, Landlord is under no affirmative duty to maximize the Rent collected from any replacement tenant or otherwise mitigate Landlord's damages and Tenant waives any legal or equitable right or defense that Landlord mitigate its damages. This right to terminate is exercisable by a written notice to Tenant, which written notice may be part of a notice of default previously delivered to Tenant, and, as such, may be conditioned upon Tenant's failure to cure the default and the event of default. The termination may be made effective as of the event of default, or thereafter, and, if not otherwise specified, will be deemed to be effective immediately. Upon such termination, Landlord shall be entitled to and may take immediate possession of the Premises, any other notice or demand being hereby waived. Such termination does not, however, release Tenant from liability for Rent then overdue or remaining under the Lease but shall, if permitted by the laws of the state where the Premises are located, operate to accelerate the entire balance of the Rent owed for the remainder of the Lease Term and additional charges due over the entire Lease Term of this Lease, which shall become immediately due and payable by Tenant, along with all overdue Rent and charges.
- v. If Landlord terminates this Lease as provided herein, Landlord shall be entitled to recover from Tenant all damages and other sums which Landlord is entitled to recover under any provision of this Lease, or at law or in equity or otherwise, including, but not limited to, all Base Rent, Additional Rent, and any other sum required to be paid by Tenant under this Lease for the period up to and including the date that Landlord takes back possession of the Premises, as well as all other additional sums payable by Tenant or for which Tenant is liable or which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease which may be then owing and unpaid, and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder and, in addition, any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the then present value (using a discount rate of five percent (5%)) of the excess of the Rent provided to be paid for the remainder of the Lease Term (or any extensions thereof) over the fair market rental value of the Premises (determined at the date of termination of this Lease by Landlord in its reasonable discretion) after deduction of all anticipated expenses of reletting. In the alternative, Landlord shall have the right, at Landlord's sole option, from time to time, to recover from Tenant, and Tenant shall remain liable for Rent and other amounts due and owing under this Lease, plus (x) damages equal to all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due, less (y) such amounts as Landlord may receive from reletting, if any, after first paying all costs of such reletting, including, without limitation, broker commissions, costs of reasonable repairs, decorations, alterations, and expenses of re-entry. The net amounts of rent from any re-letting collected remaining after such expenses shall operate only as an off-setting credit against the amount due hereafter with any excess or residue belonging to Landlord solely. Should the fair market rental value of the Premises after deduction of all anticipated expenses of reletting exceed the Rent provided to be paid by Tenant for the remainder of the Lease Term, Landlord shall not be obligated to pay to Tenant any part of such excess or to credit any part of such excess against any other sums or damages for which Tenant may be liable to Landlord.
- vi. Tenant shall reimburse Landlord for all costs and expenses of Landlord in connection with Landlord's enforcement of its rights and remedies hereunder, including court costs and reasonable attorneys' fees.
- vii. Tenant shall reimburse and pay to Landlord all costs and expenses of Landlord in connection with Landlord's preparation of the Premises for Tenant's occupancy.
- viii. Landlord shall have the right to pursue any and all other rights and remedies available at law and in equity.

- ix. Tenant hereby expressly waives all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

22. **EXPENSES OF ENFORCEMENT.** Tenant shall pay Landlord upon demand all reasonable costs, charges and expenses including court costs and the fees and costs of attorneys, agents, and others retained by Landlord incurred in enforcing Tenant's obligations hereunder (including but not limited to any litigation brought by Landlord for eviction and/or forcible entry and detainer for nonpayment of Rent or otherwise) or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord to become involved or concerned.

23. **Intentionally Omitted.**

24. **WAIVER OF NOTICE.** Except as provided in Paragraph 21 hereof, Tenant, to the extent not prohibited by law, hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any other notice or demand as Landlord may be required to make by statute, ordinance or by order of any court or by any other governmental authority.

25. **NOTICES.** Any notices or other communications required to be sent or given hereunder by any Party shall in every case be in writing and shall be deemed properly served if and when: (i) delivered by hand; (ii) transmitted by facsimile, e-mail, or other means of electronic transmission; or (iii) delivered by Federal Express or other express overnight delivery service, or registered or certified mail, return receipt requested, postage prepaid, addressed as follows (unless otherwise designated by either party in writing):

If to Landlord: GW 104 Oak Park LLC, c/o SVN Chicago PM
940 W Adams St, Ste 200
Chicago, IL 60607
Attn: Micky Cicchinelli
Email: mickyc@svn.com

With Copy To: Wolf, Solovy & Zivin, LLP
40 Skokie Blvd, Ste 320
Northbrook, IL 60062
Attn: Charles Zivin
Email: czivin@wszllp.com

If to Tenant: Village of Oak Park
201 South Blvd.
Oak Park, IL, 6030
Attn: Bill McKenna, Village Engineer
Email: mckenna@oak-park.us

Date of service of such notice shall be: (i) the date such notice is delivered by hand, facsimile, e-mail or other form of electronic transmission; (ii) one (1) business day following the delivery by express overnight delivery service; or (iii) three (3) business days after the date of mailing if sent by certified or registered mail.

26. **SECURITY DEPOSIT.** None.

27. **OPTION TO EXTEND TERM.** Unless agreed upon between the Parties, Tenant shall not have any options to renew or extend the term of this Lease.

28. **REAL ESTATE BROKERS AND COMMISSIONS / INDEMNITY.**

- A. **Brokers and Commissions.** Other than the brokers listed on the Schedule (collectively, the "**Brokers**"), Landlord and Tenant each represent and warrant to the other that it has not employed, consulted, negotiated, engaged or

otherwise worked with any real estate broker, finder, or other person with respect to this Lease who has or may have a legitimate claim to a commission arising from Tenant's acceptance of this Lease, or the Premises, and that no other broker negotiated this Lease or is entitled to any commission in connection therewith. Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all damages sustained by Landlord as a result of Tenant's misrepresentation under this paragraph.

- B. **Indemnity.** Each party shall indemnify and hold the other party harmless from any and all damages resulting from claims that may be asserted against the other party by any other broker or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by indemnifying party in the future) claiming to have dealt with the indemnifying party in connection with this Lease or any extension thereto.
29. **NO RECORDING.** Tenant shall not record this Lease or any copy, memorandum, or notice hereof without the express written consent of Landlord. Tenant's violation of this paragraph shall be considered an event of default under this Lease.
30. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each remaining term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law, unless to do so would be a violation of the clear intention of the parties.
31. **WAIVER OF JURY TRIAL AND COUNTERCLAIM.** TENANT AND LANDLORD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD OR BY TENANT ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR ANY PROCEEDINGS FOR NONPAYMENT OF ANY RENT. TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM (EXCEPT COMPULSORY COUNTERCLAIMS) OF WHATEVER NATURE OR DESCRIPTION IN ANY PROCEEDINGS BROUGHT BY LANDLORD. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION OR ACTIONS BROUGHT BY TENANT.
32. **CHOICE OF LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Illinois and the proper venue for any action brought in connection with this Lease shall be the Cook County, Illinois, and the parties waive any objection based on forum non conveniens.
33. **TENANT'S BANKRUPTCY OR INSOLVENCY.**
- A. If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "**Debtor's Law**"):
- i. Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "**Tenant's Representative**") shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor's Law. Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:
 - ii. Such Debtor's Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease.
 - iii. Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three (3) months' rent and other monetary charges accruing under this Lease; and (b) any sum specified in Paragraph 26; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to

fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease.

- iv. The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

- 34. **AMERICANS WITH DISABILITIES ACT.** The Parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "**ADA**") establishes requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and Project, depending on, among other things: (i) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (ii) whether such requirements are "readily achievable", and (iii) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties hereby agree that: (a) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below, (b) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, and (c) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of, ADA Title III "Path of Travel" requirements triggered by alterations in the Premises. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees.
- 35. **QUIET ENJOYMENT.** Provided Tenant has paid all Rent and is not in default under this Lease beyond applicable cure periods, Tenant shall peacefully and quietly hold and enjoy the Premises during the Lease Term, subject to all of the terms and conditions of this Lease and to any mortgage, ground lease, or other encumbrance now or hereafter affecting the Building. This covenant of quiet enjoyment shall not apply to interruptions arising from repairs, maintenance, alterations, or other work performed by Landlord pursuant to this Lease.
- 36. **USE OF BUILDING AND COMMON AREAS.** The Common Areas of the Building shall at all times be subject to the exclusive control and management of Landlord. Landlord may from time to time establish, amend, or revoke reasonable rules, procedures, and schedules for the use and operation of the Common Areas, provided that Tenant's reasonable access to the Premises is not materially impaired. Tenant shall not obstruct or interfere with the use of the Common Areas by Landlord or other tenants, nor shall Tenant use any portion of the Common Areas for storage or any purpose other than ingress and egress. Landlord reserves the right, in its sole discretion, to make alterations, additions, improvements, repairs, or replacements to any part of the Building or the Common Areas, including changes to entrances, lobbies, corridors, restrooms, mechanical rooms, elevators, and exterior areas; provided that such work does not materially and adversely impair Tenant's access to the Premises or materially interfere with Tenant's use of the Premises for the Permitted Use. Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's operations in connection with any such work.
- 37. **MISCELLANEOUS.**
 - A. **Landlord Rights and Remedies.** All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights and remedies allowed by law.
 - B. **Landlord Right to Transfer.** Tenant acknowledges that Landlord has the right to transfer its interest in the Premises, the Land, the Building, and/or in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Notwithstanding anything contained in the foregoing, Landlord shall, in the event of any such transfer, transfer its obligations under this Lease to the transferee and provide Tenant with notice of such transfer within a reasonable time after any such transfer.
 - C. **Meaning of "Landlord", "Re-Entry", "including" and "Affiliate".** The term "Landlord" means only the owner of the Premises and such other portions of the Project as Landlord may own from time to time and the Landlord's interest in this Lease from time to time. The words "re-entry" and "re-enter" are not restricted to their technical legal meaning. The words "including" and similar words shall mean "without limitation." The

word "affiliate" shall mean a person or entity controlling, controlled by or under common control with the applicable entity. "Control" shall mean the power directly or indirectly, by contract or otherwise, to direct the management and policies of the applicable entity.

- D. **Time of the Essence.** Time is of the essence of each provision of this Lease.
- E. **Landlord's Title.** Landlord's title shall always be paramount to the interest of the Tenant, and Tenant shall not take any action intended to impair Landlord's title. Tenant's proper use of the Premises in accordance with this Lease shall not be deemed to impair Landlord's title.
- F. **Landlord's Right to Cure.** If Landlord breaches any of its obligations under this Lease, Tenant shall notify Landlord in writing and Landlord shall have thirty (30) days to cure such breach (or such additional time as is reasonably necessary if the breach cannot reasonably be cured within thirty days, provided Landlord commences the cure within such thirty (30) day period and diligently pursues it to completion). If Landlord fails to timely cure, Tenant may exercise any remedies available at law or in equity, including the right to cure at Landlord's expense or terminate this Lease if the breach materially affects Tenant's use of the Premises. Landlord may cure any default by Tenant after providing Tenant with written notice and ten (10) days to cure (or such shorter period in case of emergency); any reasonable expenses incurred shall become Additional Rent due from Tenant within thirty (30) days after receipt of an itemized invoice from Landlord.
- G. **Entire Agreement.** This Lease sets forth all terms and conditions of the agreement and constitutes the entire agreement between the Parties pertaining to the subject matter hereof and is the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the Parties hereto, oral or written, expressed or implied, are superseded and merged herein.
- H. **Modification.** Tenant agrees to modify this Lease in any way requested by a mortgagee which does not cause increased expense to Tenant or otherwise materially adversely affect Tenant's interests under this Lease. Except for the preceding sentence, or as otherwise provided, all representations and obligations of Landlord are contained herein, and no modification, waiver, or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.
- I. **Drafting of Lease.** The Parties hereto have participated jointly in the negotiation and drafting of this Lease, each having had the chance to seek the advice of counsel, and, in the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as jointly drafted by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Lease.
- J. **Landlord's Enforcement of Remedies.** Landlord may enforce any of its remedies under this Lease either in its own name or through an agent.
- K. **Light and Air Rights.** Landlord does not grant in this Lease any rights to light and air in connection with Project. Landlord reserves to itself, the Land, the Building below the improved floor of each floor of the Premises, the Building above the ceiling of each floor of the Premises, the exterior of the Premises and the areas on the same floor outside the Premises, along with the areas within the Premises required for the installation and repair of utility lines and other items required to serve other tenants of the Building.
- L. **Building Manager and Service Providers.** Landlord may perform any of its obligations under this Lease through its employees or third parties hired by the Landlord.
- M. **Exclusivity.** Except as may otherwise be specifically set forth herein, Landlord does not grant to Tenant in this Lease any exclusive right except the right to occupy its Premises.
- N. **OFAC Certification.** Tenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf

of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

- O. **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind, and inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, legal representative, successors and assign, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Paragraph 14 hereof.
- P. **Good Standing; Authority to Sign.** Tenant represents and warrants that Tenant is legally authorized to enter into and perform this Lease and to conduct Tenant's business in the State of Illinois, and Tenant covenants that Tenant shall remain so authorized throughout the Lease Term and any renewals or extensions thereof. The undersigned signatories represent and warrant that they are duly authorized to execute this Lease on behalf of the Parties. This Lease shall not be valid or legally binding until Tenant has made all initial payments required herein, including initial Rent payments and payment of the Security Deposit. Additionally, Landlord understands and agrees this Lease shall not be effective unless and until approved at an open meeting by the appropriate corporate authorities of the Tenant, i.e. the Board of Trustees of the Village of Oak Park.
- Q. **Construction and Headings.** As used in this Lease, the singular includes the plural, and the masculine includes the feminine, as the context requires, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women or otherwise, as the case may require, shall in all cases be assumed as though in each case fully expressed. The headings in this Lease are inserted for convenience only and do not in any way define or affect the meaning, interpretation, or scope of any provision of this Lease.
- R. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic (transmitted by electronic mail in a PDF format) or telefaxed signature of either party, shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the Effective Date first written above.

LANDLORD:

GW 104 Oak Park LLC
an Illinois limited liability company

By: _____
Name: _____
Its: _____

TENANT:

Village of Oak Park
an Illinois Home Rule Municipal Corporation

By: _____
Name: Kevin J. Jackson
Its: Village Manager

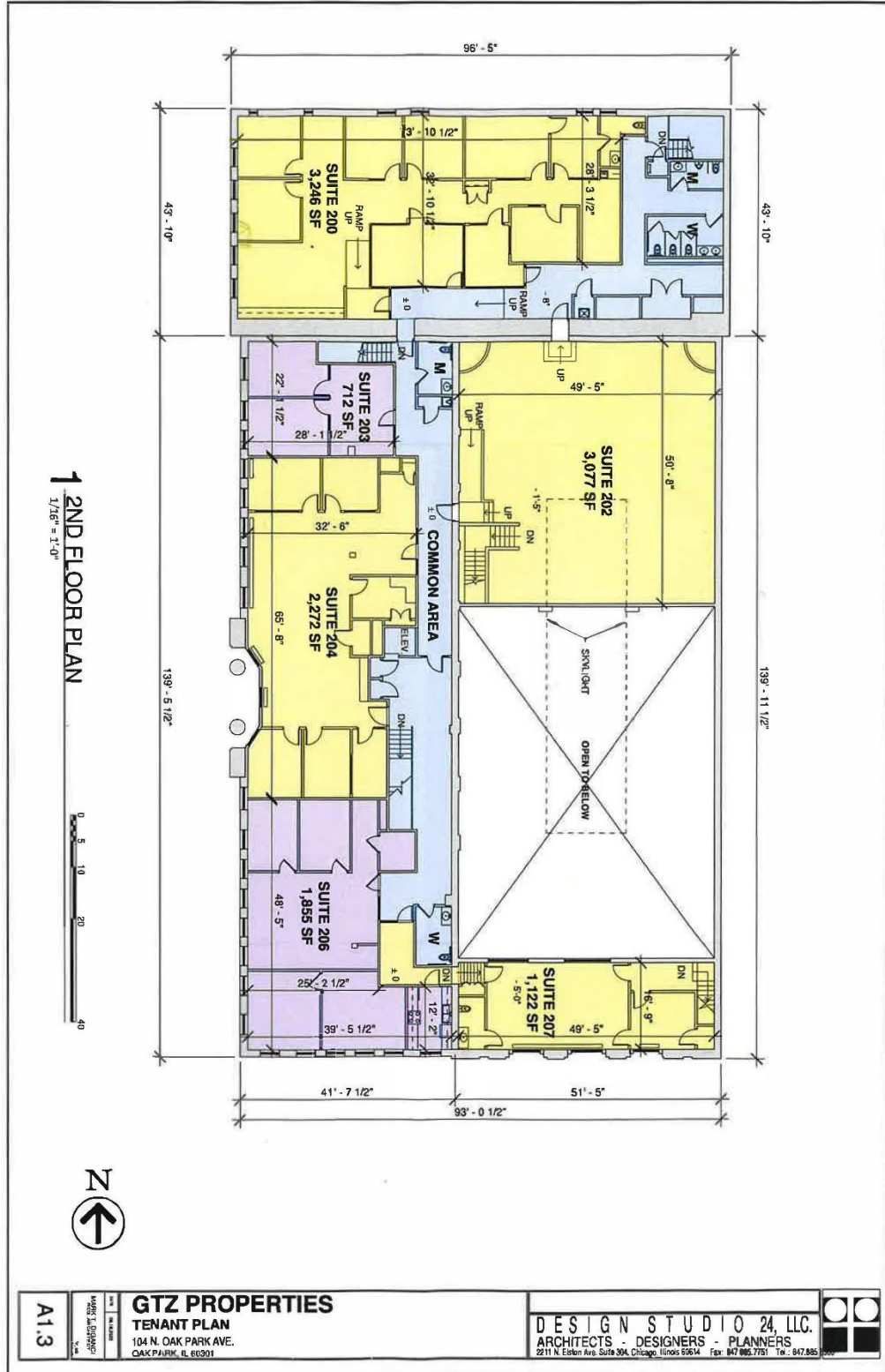
ATTEST:

By: _____
Name: Christina M. Waters
Its: Village Clerk

APPENDIX A

PLAN OF THE PREMISES

(attach floor plan depicting the Premises)



APPENDIX B

RULES AND REGULATIONS

1. Tenant shall not affix or maintain outside the Premises, including the exterior of the glass panes and supports of the windows (and within twenty-four (24) inches of any window), doors and the exterior walls of the Premises, or any place within the Premises if intended to be seen from the exterior of the Premises, any signs, advertising placards, names, insignia, notices, trademarks, descriptive material or any other such like item or items except such as shall have first received written approval of Landlord as to size, type, color, location, copy, nature and display qualities. No symbol, design, name, marks or insignia adopted by Landlord for the Building shall be used without the prior written consent of Landlord. All signs located in the interior of the Premises shall be in good taste so as not to detract from the general appearance of the Premises or the Building. Tenant shall not use handbills or balloons for advertising at the Building.

2. No awning or other projections shall be attached to the exterior walls of the Premises or the Building.

3. The sidewalks, halls, passages, exits, entrances, docks and loading platforms shall not be obstructed by Tenant or used by Tenant for any purposes other than for ingress to and egress from the Premises. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition and shall move all supplies, furniture and equipment as soon as received directly to the Premises and move all such items and waste being taken from the Premises (other than waste customarily removed by employees of the Building) directly to the shipping platform at or about the time arranged for removal therefrom. The halls, passages, exits, entrances and roof are not for the use of the general public and Landlord shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Project. Neither Tenant nor any employee or invitee of Tenant shall go upon the roof of the Project.

4. The toilet rooms, urinals, wash bowls and other apparatuses shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant. Paper products and other supplies shall not be removed from the washroom facilities.

5. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

6. Tenant shall not occupy or use the Premises or permit the Premises to be occupied or used for any purpose, act or thing which is in violation of any Governmental Requirement or which may be dangerous to persons or property.

7. Tenant shall not bring upon, use or keep in the Premises or the Project any kerosene, gasoline or inflammable or combustible fluid or material, or any other articles deemed hazardous to persons or property, or use any method of heating or air conditioning other than that supplied by Landlord.

8. Landlord shall have sole power to direct electricians as to where and how telephone, security, cable and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The location of telephones, call boxes, security systems, television cables and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

9. No additional locks shall be placed upon any doors, windows or transoms in or to the Premises. Tenant shall not change existing locks or the mechanism thereof. Upon termination of the Lease, Tenant shall deliver to Landlord all keys and passes for offices and any rooms which shall have been furnished Tenant.

10. In the event of the loss of keys so furnished, Tenant shall pay Landlord therefore. Tenant shall not make, or cause to be made, any such keys and shall order all such keys solely from Landlord and shall pay Landlord for any keys in addition to the two sets of keys originally furnished by Landlord for each lock.

11. Tenant shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.

12. Tenant shall cause all doors to the Premises to be closed and securely locked and shall turn off all equipment before leaving the Premises at the end of the day.

13. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.

14. Peddlers, solicitors and beggars shall be repelled to the office of the Commercial Space or as Landlord otherwise requests.

15. Tenant shall not advertise the business, profession or activities of Tenant conducted in the Project in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities.

16. No bicycle or other vehicle and no animals or pets shall be allowed in the Premises, halls, freight docks, or any other parts of the Building except that blind persons may be accompanied by "seeing eye" dogs. Tenant shall not make or permit any noise, vibration or odor to emanate from the Premises, or do anything therein tending to create, or maintain, a nuisance, or do any act tending to injure the reputation of the Building.

17. Tenant acknowledges that Landlord is not required to provide any security procedures and shall have no liability for such security procedures or the lack thereof.

18. Tenant shall not do or permit the manufacture, sale, purchase, use or gift of any fermented, intoxicating or alcoholic beverages without obtaining written consent of Landlord.

19. Tenant shall not disturb the quiet enjoyment of any other tenant.

20. Landlord may retain a pass key to the Premises and be allowed admittance thereto at all times to enable its representatives to examine the Premises from time to time and to exhibit the same, and Landlord may place and keep on the windows and doors of the Premises at any time signs advertising the Premises for Rent.

21. No equipment, mechanical ventilators, awnings, shades or other forms of window covering shall be permitted either inside or outside the windows of the Premises without the prior written consent of Landlord, and then only at the expense and risk of Tenant, and they shall be of such shape, color, material, quality, design and make as may be approved by Landlord.

22. Tenant shall not during the term of this Lease canvass or solicit other tenants or owners of the Building for any purpose.

23. Tenant shall not install or operate any phonograph, musical or sound-producing instrument or device, radio receiver or transmitter, TV receiver or transmitter, or similar device in the Building, nor install or operate any antenna, aerial, wires or other equipment inside or outside the Building, nor operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere, without in each instance the prior written approval of Landlord. The use thereof, if permitted, shall be subject to control by Landlord to the end that others shall not be disturbed.

24. Tenant is responsible for the removal of its rubbish and waste from the Premises. All garbage and refuse shall be kept in a covered container as specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. Such storage area and loading dock shall be maintained by Tenant in such manner that no nuisance will be created by the emission or accumulation of odors, bugs or vermin. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Until otherwise advised, garbage shall be removed daily.

25. Tenant shall not exhibit, sell or offer for sale, Rent or exchange in the Premises or at the Project any article, thing or service, except those ordinarily embraced within the use of the Premises, as defined in this Lease, without the prior written consent of Landlord.

26. Tenant shall not overload any floors in the Premises or any public corridors in the Building.

27. Tenant shall not do any painting in the Premises, or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the Premises or the Building, outside or inside, without the prior written consent of Landlord.

28. Whenever Landlord's consent, approval or satisfaction is required under these Rules, then unless otherwise stated, any such consent, approval or satisfaction must be obtained in advance, such consent or approval may be granted or withheld in Landlord's sole discretion, and Landlord's satisfaction shall be determined in its sole judgment.

29. No smoking is allowed in the Common Areas or within the Premises.

30. Responsibility for Compliance. Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended, by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors, and suppliers.