

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of December, 2017, by RICA PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Landlord") and the VILLAGE OF OAK PARK, an Illinois home rule municipal corporation (hereinafter referred to as "Tenant").

WHEREAS, Landlord owns the property commonly known as 2-10 Chicago Avenue, Oak Park, Illinois 60302, P.I.N. 16-05-326-028-0000 (hereinafter referred to as the "Property"); and

WHEREAS, Tenant seeks to lease a portion of the Property from Landlord, commonly known as 4-6 Chicago Avenue, Oak Park, Illinois 60302 (hereinafter referred to as the "Premises").

NOW THEREFORE, in consideration of the covenants and agreements stated herein, the parties agree that:

1.0 LEASED PREMISES.

1.1. Landlord shall lease to Tenant the interior of the Premises on the terms and conditions set forth herein.

1.2. The Premises shall be and remain the sole property of Landlord and Tenant shall have only the privilege of use of the part thereof provided in this Lease.

1.3. Tenant shall use the Premises for office space by the Cook County State's Attorneys' Office. Tenant shall comply with such rules and regulations as Landlord may adopt from time to time for the usage of the Premises or which are otherwise applicable to all of the leased units located in the building. Copies of such rules and regulations shall be furnished by Landlord to Tenant promptly upon their adoption by Landlord from time to time.

2.0 TERM OF LEASE.

2.1. The term of this Lease shall commence on January 1, 2018 ("Commencement Date") and end at 11:59 p.m. on December 31, 2019, unless terminated earlier subject to the notice and termination provisions set forth in Section 9.0 and Section 14.0 below.

3.0 RENT.

3.1. Tenant shall pay to Landlord as rent for the Premises, the sum of 2,800.00 per month. Rental payments shall be due on or before the first day of every month during the Lease term in advance while this Lease is in effect, with the first payment due upon the closing of the sale of the Property by Tenant to Landlord. All rent shall be paid in lawful money of the United States of America in care of RICA Properties, LLC, or at such other place as is designed from time to time in writing by Landlord.

3.2. Landlord agrees to not collect a security deposit.

4.0 UTILITY SERVICE AND OTHER COSTS.

4.1. Landlord shall cause to be paid all real estate taxes and special assessments, if applicable, for the Premises.

4.2. Tenant shall be responsible for the payment of all telephone, data transmission, electronic and computer services and any other specialized services for the Tenant's business at the Premises. Tenant shall also be responsible for securing in its name the payment of water, sewer, electric, gas and any other applicable utilities for the Premises.

5.0 APPURTENANT RIGHTS.

5.1. During the lease term, Landlord shall have the exclusive right to use six (6) parking spaces at the parking lot that serves the Premises for the Tenant and any applicable tenant pursuant to a sublet of this Lease pursuant to Section 18.1 below.

6.0 MAINTENANCE, REPAIRS.

6.1. Landlord's Obligations. Landlord shall at all times be responsible for the maintenance and repair of the exterior of the Premises of whatsoever kind or nature, including, but not limited to, grass and weed cutting and removal and snow and ice removal.

6.2. Landlord shall maintain in good condition and repair at all times all aspects of the building including but not limited to the building exterior, including the walls, roof, and glass, pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company) and the parking lot and sidewalks on the Premises. However, if any of such maintenance, repairs, replacements, or alterations required to be made by the Landlord shall be made necessary by reason of: (1) repairs, installations, alterations, additions, or improvements made by Tenant or anyone claiming under Tenant; (2) the fault or negligence of Tenant, Tenant's agents, employees, or invitees, or anyone claiming under Tenant; (c) a default in the performance or observance of any of the terms, covenants, or conditions on the part of Tenant to be performed or observed in this Lease; or (d) any special use to which the Premises may be put by Tenant, Tenant shall reimburse Landlord on demand for all costs of such maintenance, repairs, replacements, or alterations. Tenant shall not authorize the making of any maintenance or repairs to be paid for by Landlord without the prior written consent of Landlord.

6.3. Tenant's Obligations. Tenant shall at all times be responsible for the maintenance and repair of the interior of the Premises of whatsoever kind or nature. Tenant shall maintain the

Premises in a clean, neat, and orderly condition at all times and shall otherwise perform all repairs of a housekeeping nature at the Premises. Subject to Landlord's obligations as expressly set forth in this Lease, Tenant, at its sole cost and expense, shall make all repairs and/or replacements to the Premises and shall keep at all times the Premises in good order and repair, including without limitation all doors, all plumbing, heating, ventilating, and air-conditioning (HVAC), electrical, and lighting facilities and equipment within the Premises or exclusively serving the Premises. Tenant shall keep and maintain the Premises in accordance with the requirements of applicable laws concerning the manner, usage, and condition of the Premises and appurtenances to the Premises, as the same shall be in effect from time to time. Notwithstanding the foregoing, Tenant shall not be responsible for the repair and replacement of any plate glass windows unless the Tenant has negligently or intentionally broken the same. Tenant shall also be responsible for the repair of any and all damage to the Premises and/or Building caused by any act of Tenant or its employees, agents, or contractors and for any repairs necessitated by alterations, additions, or improvements made by or on behalf of Tenant. If Tenant fails to perform any of its obligations, Landlord may, at its option, after 10 days' written notice to Tenant, enter the Premises and put the same in good order and repair, and the cost of Landlord's work, together with an administrative fee of 5 percent of such costs, shall become due and payable as Additional Rent by Tenant to Landlord.

6.4. Landlord and Tenant agree that the Premises shall be delivered "as is."

6.5. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, or additions to the Premises.

6.6. Tenant shall at all times keep the Premises in good order, condition and repair and clean, sanitary and safe condition (including, but not limited to, doing such things as are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies). Tenant shall be responsible for any and all damages due to the use of the Premises during the term of this Lease.

6.7. Tenant shall not cause or permit the use, storage, escape, disposal or release of any hazardous substances in or about the Premises.

6.8. Tenant shall be responsible for all necessary pest control inside the Premises and Landlord shall be responsible for pest control outside the Premises.

7.0 INDEMNIFICATION AND LIENS.

7.1. Tenant shall indemnify, hold harmless and defend Landlord, its officers, agents and employees from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, of every nature or description arising from any negligent act or omission, neglect, or misconduct of Tenant, its employees, agents, contractors or subcontractors.

Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

7.2. Landlord shall indemnify, hold harmless and defend Tenant, its officers, agents, volunteers and employees from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, of every nature or description arising from, growing out of, or connected with the common areas of the Property arising out of any negligent act or omission, neglect, or misconduct of Landlord, its employees, agents, contractors or subcontractors. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

7.3. Tenant shall contractually require all contractors and subcontractors doing any work, in, on or about the Premises to indemnify, hold harmless and defend Landlord, its officers, and employees from any and all claims, suits, losses, liabilities, actions, costs and fees, including reasonable attorneys' fees, caused or occasioned by or in connection with or arising out of any acts or omissions of Tenant's contractors or subcontractors. Tenant shall require all such contractors and subcontractors to provide the Tenant with commercial general liability insurance coverage no less broad and with no lower limits than that provided for in Section 8.0 of this Lease naming Landlord, its officers, employees and agents as additional insureds.

7.4. Tenant shall keep the Premises free and clear of any mechanic's and other liens arising out of or in connection with work or labor done, services performed, or materials furnished in connection with any maintenance or repair and in connection with any business of Tenant conducted at the Premises. Tenant shall at all times promptly and fully pay and discharge all such liens or claims for liens and indemnify Landlord and the Property against such liens and claims of liens, suits, or other proceedings relative to them. If Tenant desires in good faith to contest any such lien or related matter, Tenant shall notify the Landlord in writing of the Tenant's intention to do so and shall provide to Landlord a surety bond or other indemnity in a form satisfactory to Landlord against such lien or claim for lien and any cost, liability, or damage arising out of such contest.

7.5. Except for claims, recovery rights, and actions which Tenant has expressly waived under this Lease or which are due to Tenant's negligence or willful misconduct, Landlord shall indemnify, defend, save, and hold harmless Tenant, its officers, volunteers, agents and employees, and agents from and against all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses, and attorneys' fees which may be imposed upon, incurred by, or asserted against Tenant or officers, volunteers, agents and employees, and agents by reason of any of the following:

7.5.1. Any use, non-use, possession, occupation, condition, operation, repair, maintenance, or management of the Property or any part of it other than the Premises.

7.5.2. Any negligent act or omission on the part of Landlord or any of Landlord's agents, contractors, servants, employees, licensees, or invitees.

7.5.3. Any failure of Landlord to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Lease.

7.5.4. Any litigation or proceeding relating to or arising out of Landlord's negligent use, occupancy, operation, maintenance, or management of the Property which Tenant or any of Tenant's directors, officers, employees, and agents become or are made a part without fault on their part.

7.6. The obligations set forth in this Section 7.0 shall survive the expiration or termination of this lease.

7.7. Landlord and Tenant mutually waive any and every claim that arises or may arise in its favor and against Landlord and Tenant during the Term of this Lease or any renewal or extension for any and all loss of, or damage to, the Premises, the Building, or any of its property located within or upon the Premises or the Building, which loss or damage is covered by or could have been covered by typical fire and extended coverage insurance policies. This waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of Landlord. Inasmuch as the above waiver will preclude the assignment of any prior claim, by subrogation or otherwise, to an insurance company (or any other person), Landlord agrees immediately to give to each insurance company that has issued policies of fire and extended coverage insurance written notice of the terms of such waiver and to have those insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of such waiver.

8.0 INSURANCE.

8.1. Tenant shall procure and maintain during the entire term of this lease the following insurance coverage: (1) Fire and extended coverage insurance covering all of the equipment, supplies, furnishings, and other personal property of the Tenant, including cash and valuable documents, contained in the Premises and any personal property of the Tenant stored elsewhere on the Property for the full replacement cost of such items; (2) public liability and property damage insurance with respect to the Premises and the business conducted by the Tenant in the Premises with limits for public liability and property damage of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence and One Million and no/100 Dollars (\$1,000,000.00) in the aggregate. Landlord, its officers, agents, and employees shall be named as additional insureds on the public liability and property damage insurance. Tenant may satisfy the obligations of this Section 8.1, or any portion thereof, pursuant to a self-insurance program.

8.2. All of the insurance coverage to be procured and maintained by Tenant pursuant to this Section 8.0 shall contain waiver of subrogation rights against Landlord and shall be in a form and with insurance companies satisfactory to Landlord. Tenant shall pay all of the premiums for the insurance coverage required herein on or before the due dates and shall deliver to Landlord upon the execution of this Lease and at each policy renewal time the policies or applicable certificates. Tenant shall provide not less than thirty (30) days' written notice before any policies are altered or cancelled.

9.0 TERMINATION.

9.1. Tenant may earlier terminate this Lease upon giving the Landlord sixty (60) days written notice of its intent to terminate the Lease. Tenant shall fully vacate the Premises within said sixty (60) days.

10.0 ACCEPTANCE OF PREMISES BY TENANT.

10.1. The taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that Premises are in good and satisfactory condition when possession of the same is taken, latent hidden defects excepted.

11.0 WAIVER.

11.1. No waiver of any breach of any one or more of the conditions or covenants of this Lease by Landlord or by Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease. All of the remedies conferred on either Landlord or Tenant in this lease and by law shall be deemed cumulative and not exclusive of the other.

12.0 AMENDMENT OR MODIFICATION.

12.1 Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease.

13.0 QUIET POSSESSION.

13.1 Landlord shall warrant and defend Tenant in the enjoyment and peaceful possession of the premises during the term.

14.0 NOTICES.

14.1. All notices required to be given under the terms of this Lease shall be given by certified or registered mail, by personal service or facsimile or electronic (email) transmission, addressed to the applicable party as follows:

For Landlord: RICA Properties, LLC
21200 S. LaGrange Road
Suite 125
Frankfort, IL 60423
Facsimile: (866) 861-1217
Email: nexusinvgroup@gmail.com

For Tenant: Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Facsimile: (708) 358-5101
Email: villagemanager@oak-park.us

14.2. Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

14.3. Notice by facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

15.0 IMPAIRMENT OF LANDLORD'S TITLE.

15.1. Nothing in this Lease and no action or inaction by Landlord shall be deemed or construed to mean that the Landlord has granted to Tenant any right, power, or permission to do any act or make any agreement which may create any right, title, interest, lien, charge, or other encumbrance upon the estate of Landlord in the Property or the Premises. Without limiting the generality of the foregoing, Tenant shall not permit any portion of the Property or the Premises to be used by any person or persons at any time during the term of this Lease in such a manner as might reasonably tend to impair the Landlord's title or interest in the Property or the Premises or in such manner as might reasonably make possible a claim of adverse use, adverse possession, prescription, dedication, or similar claim with respect to the

Property or the Premises. Landlord may from time to time impose upon Tenant such rules and regulations governing the use or possession of the Premises and the Property as may be reasonably consistent with Landlord's protection against any such possible claim.

16.0 EMINENT DOMAIN.

16.1. If the entire Premises is appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking. If a portion of the Premises is so appropriated or taken and the remainder of the space is not suited for its intended purposes, Tenant shall have the right to terminate this Lease as of the date of such taking by giving to Landlord written notice of such termination within thirty (30) days after such taking. If there is such a partial taking and Tenant does not elect to terminate this Lease, then the Lease shall continue in full force and effect as to the part not taken with a pro rata abatement of rent. If this Lease is terminated by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Landlord and Tenant shall be free to make claim against the condemning or taking authority for the amount of any damage done to each of them respectively. If there is a partial taking and this Lease is not terminated, Tenant shall have the right to make claim against the condemning or taking authority for the reduced value of the Premises to Tenant for the remainder of the Lease term.

17.0 DAMAGE BY FIRE OR OTHER CASUALTY.

17.1. If the Premises is damaged by fire, the elements, or other casualty but is not rendered uninhabitable in whole or in part and such damage is not caused by the act or failure to act of Tenant or Tenant's agents, employees, or invitees, Landlord shall, at its own expense, cause the damage to be repaired promptly and the rent shall not be abated. If by reason of such occurrence the Premises is rendered uninhabitable to an extent that no longer makes the Premises suited for its intended purposes or is rendered wholly uninhabitable, either Landlord or Tenant may, at their respective options, terminate this lease upon not less than sixty (60) days' written notice pursuant to Section 14.0 above given to the other party within sixty (60) days following the date of such damage or destruction.

18.0 ASSIGNMENT OR SUBLETTING.

18.1. Tenant shall not assign or transfer this Lease, or sublet the Premises or any portion thereof, other than herein provided to the Cook County State's Attorneys' Office, without the prior written approval of Landlord. This Lease, the leasehold interest of Tenant, and any other interest of Tenant under this Lease or in the Premises shall not be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and shall, at the option of the Landlord, be an event of default under this Lease.

19.0 SURRENDER OF THE PREMISES.

19.1. At the expiration or termination of this Lease, Tenant shall surrender the Premises in the same condition as it existed on the Commencement Date, reasonable wear and tear and damage by unavoidable casualty excepted, including wear and tear due to the removal of the items, and deliver all keys for the Premises and all keys or combinations for all locks, safes and (or) vaults left in the Premises by Tenant (if any), to Landlord at Landlord's Notice Address set forth in Section 14.1 above. No receipt of money by Landlord from Tenant after the termination or expiration of this Lease, after the service of any notice of default, after the commencement of any suit seeking possession of the Premises, or after any final judgment of possession of the Premises shall renew, reinstate, continue, or extend the term of this Lease or affect any such notice, demand, or suit.

20.0 SUBORDINATION.

20.1. Landlord may from time to time during the term of this Lease encumber by mortgage or other security instrument the title to the Property or Landlord's interest under this Lease. Upon request by Landlord, Tenant shall execute such documents as are reasonably required in order to evidence the subordination of the interest of Tenant in the Premises to the lien of the mortgage or other security instrument on the title to the Property. However, Tenant shall not be required to so subordinate its interest unless the holder of the mortgage or other security instrument agrees in writing with Tenant that if Tenant fully complies with all of its obligations under this Lease, Tenant will be allowed to remain in undisturbed possession of the Premises during the Lease term.

21.0 ESTOPPEL CERTIFICATES.

21.1. Landlord and Tenant shall upon the request of the other party and at the reasonable cost and expense to the party requesting the same, execute, acknowledge, and deliver to the other party a certificate evidencing the following: (a) whether this Lease is in full force and effect; (b) whether this Lease has been modified or amended in any respect and identifying all such modifications or amendments; and (c) whether there are any existing defaults under this Lease to the knowledge of the party executing the certificate and specifying the nature of such defaults.

22.0 LANDLORD'S RIGHT OF ENTRY.

22.1. Tenant shall permit Landlord and its agents and employees to enter into and upon the Premises at all reasonable times for the purpose of inspecting it, making repairs, gaining access to mechanical or utility rooms or installations, or any other reasonable purpose. If either Landlord or Tenant fails to do any of the things required of them by this Lease and such failure continues for a period of ten (10) days or more after written notice from the other party

specifying the nature of anything required to be done, the other party may, but shall not be required to, do or perform or cause to be done or performed such thing required of the defaulting party. The party performing such thing shall not be in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the defaulting party from such performance by the other party on behalf of the defaulting party. The defaulting party shall repay to the other party on demand the entire reasonable expense, including reasonable compensation to the agents and employees of the other party, incurred by the other party in performing such thing. If payment is not made within ten (10) days of such demand, the amount due to the other party shall bear interest from the date of the demand until repaid at the rate of 10% per annum, other than payment of rent by Tenant pursuant to Section 3.1 above. Any act or thing done by the other party pursuant to the provisions of this paragraph shall not be construed as a waiver of any default by the defaulting party or as a waiver of any other right or remedy of the other party under this Lease or otherwise.

22.2. Landlord shall be permitted access to the Premises during the last six (6) months of the Lease term upon reasonable notice to Tenant to show the Premises for rent or for sale to prospective renters and/or purchasers and to allow third parties such as realtors or appraisers to facilitate Landlord's efforts to rent or sell or such other legitimate business purpose of Landlord so long as such access does not exclude Tenant from the uses permitted pursuant this Lease.

23.0 DEFAULT.

23.1. The occurrence of any one or more of the following events shall constitute a default by Tenant under this Lease:

23.1.1. If the Tenant fails to pay the rent or any other amounts due to Landlord under this Lease when due and such default is not cured within ten (10) days after notice of such default is given by Landlord to Tenant;

23.1.2. If any voluntary or involuntary petition or similar pleading under any section of any bankruptcy act is filed by or against Tenant or Tenant's guarantors or any voluntary or involuntary in any court is instituted to declare Tenant or Tenant's guarantors insolvent or unable to pay debts; or

23.1.3. If the Tenant makes any assignment of the Premises for the benefit of creditors or if the Premises is taken under a levy of execution or attachment in an action against Tenant.

23.2. If Tenant fails to perform any of the other things required of Tenant under this lease and such default is not cured within thirty (30) days after notice of such default is given by Landlord to Tenant.

23.3. Upon such occurrence of any such event of default, Tenant hereby authorizes and empowers the Landlord to:

23.3.1. Cancel and terminate this Lease and immediately reenter and take possession of the Premises without the requirement of any previous notice of intention to reenter, and to remove all persons and their property therefrom using such force and assistance in effecting and perfecting such removal as Landlord may deem reasonably necessary to recover full and exclusive possession of the Premises; or

23.3.2. Reenter and take possession of the Premises Unit in the manner provided in Section 23.3.1 above without such reentry constituting a cancellation or termination of this lease or a forfeiture of the rent to be paid or of the covenants, agreements, and conditions to be kept and performed by Tenant for and during the remainder of the term of this lease.

23.4. If Landlord reenters and takes possession of the Premises, Landlord may do any one or more of the following and Tenant shall have the following obligations:

23.4.1. Landlord shall have the right but not the obligation to divide or subdivide the Premises in any manner it may reasonably determine and to lease all or any portions of the Premises for such periods of time, at such rentals, for such use and upon such terms, covenants, and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossession the Tenant, the costs and expenses of making any improvements to the Premises as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such reletting. The balance, if any, shall be applied by Landlord, from time to time, but in any event no less than once each month, on account of the payments due or payable by Tenant under this Lease.

23.4.2. Landlord may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition contained in this Lease as it may deem advisable without being obligated to wait until the end of the term of this Lease or for a final determination of Tenant's account. The commencement or maintenance of one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals or defaults under and pursuant to the provisions of this Lease.

23.4.3. Any balance remaining after full payment and liquidation of all amounts due to Landlord shall be paid to Tenant at the end of the term of this Lease, with the right reserved to Landlord at any time to give notice in writing to Tenant of its election to cancel and terminate this lease and all of Tenant's rights and obligations under it. Upon the giving of such notice and the simultaneous payment by Landlord to Tenant of any credit balances in Tenant's

favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of this lease and the obligations on the part of either party under it.

23.5. The occurrence of any one or more of the following events shall constitute a default by Landlord under this lease:

23.5.1. If Landlord fails to pay any amounts due from the Landlord under this Lease when due and such default is not cured within ten (10) days after notice of such default is given by Tenant to Landlord.

23.5.2. If Landlord fails to perform any of the other things required of Landlord under this lease and such default is not cured within thirty (30) days after notice of such default is given by Tenant to Landlord.

23.5.3. Upon such occurrence of any such event of default, Tenant may cancel and terminate this lease by written notice to Landlord.

24.0 CHOICE OF LAW.

24.1. The laws of the State of Illinois shall apply to the interpretation of this Lease.

25.0 LITIGATION EXPENSES.

25.1. If either Tenant or Landlord takes legal action to enforce the provisions of this Lease, the prevailing party shall be entitled to be reimbursed for its costs and reasonable attorney's fees.

26.0 ENTIRE AGREEMENT.

26.1. This Lease constitutes the entire agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this agreement other than as contained herein.

26.2. This Lease may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of Landlord and Tenant.

27.0 VENUE.

27.1. Venue for any action taken by either Landlord or Tenant, whether in law or in equity, to enforce the terms of this Lease shall be in the Circuit Court of Cook County, Illinois.

28.0 SEVERABILITY.

28.1. If any of the provisions of this Lease shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Lease.

29.0 SECTION HEADINGS.

29.1. The section headings provided in this Lease are for convenience only and shall not be deemed a part of this Lease.

30.0. BINDING AUTHORITY.

30.1. The individuals executing this Agreement on behalf of Landlord and the Tenant represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

31.0. EFFECTIVE DATE.

31.1. The effective date of this Agreement as reflected above shall be the last date of its execution by one of the parties as reflected below.

32.0. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

32.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

32.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be to be signed by their duly authorized representatives on the dates set forth below and acknowledge they have read and understand this Agreement and intend to be bound by its terms.

TENANT – VILLAGE OF OAK PARK

LANDLORD - RICA PROPERTIES, LLC

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2017

Date: _____, 2017

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2017

Date: _____, 2017