

LEASE AGREEMENT

THIS LEASE is made this 26th day of November 2013, by and between **FOUNDERS SOUTH PROPERTIES LLC**, a Utah limited liability company ("Landlord") and **THE VILLAGE OF HOMER GLEN** an Illinois Municipal Corporation ("Tenant") with its principal place of business at 14933 S. Founders Crossing, Homer Glen, Illinois, 60491 who hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.0 GRANT. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, premises commonly known as the buildings and land known as Units 11-16, South Founders Crossing, Homer Glen, Illinois, 60491 consisting of approximately 8,976 square feet (hereinafter the "Premises").

1.1 TERM. The term of this Lease shall be for five (5) years commencing on August 28, 2013, (the "Commencement Date") and unless sooner terminated as herein set forth in 1.2 shall end on August 31, 2018.

1.2 EARLY TERMINATION. Tenant shall have the right to terminate this Lease early after the first six months by meeting all of the following conditions: 1) Payments of rent on time every month 2) 180 days notice of early termination, and 3) Tenant's new Premises is owned by the Village of Homer Glen. Such notice shall be given in writing to Landlord and the Landlord's Property Manager.

II. POSSESSION

2.0 POSSESSION. Landlord has already delivered possession of the Premises to Tenant before the Commencement Date and Tenant accepts Premises in "as is" condition and by this acceptance waives any right to contest the condition of the Premises except for items listed in "Exhibit A", which the landlord shall complete expeditiously.

III. PURPOSE

3.0 PURPOSE. Tenant shall have the right to use and occupy the Premises for office and meeting space and for no other purpose. Landlord acknowledges that a portion of the Premises shall be used as a substation for the Will County Sheriff's Department in connection with law enforcement services provided to the Village of Homer Glen. Tenant, during the entire Term, shall continually use the Premises for such purpose, shall use all diligent efforts in the performance and undertaking of Tenant's business, and shall keep in place at all times during normal business hours staff of employees sufficient for the orderly operation of Tenant's business. Except for customary reductions in operations for holidays and Sundays, Tenant shall keep the premises open and available for business activity during hours determined by Tenant. Tenant shall not make or permit any use of the Premises which, directly or indirectly, is forbidden by law, ordinance or governmental or the new support regulation or order, or which may be dangerous to life, limb or property. Throughout the term of this Lease, Tenant shall comply with all laws, orders and regulations and with the directions of any public office authorized by law with respect to the Premises and the condition, use or occupancy thereof.

IV. COVENANT TO PAY RENT

4.0 COVENANT. The Tenant covenants to pay rent herein reserved and all other sums which may become due hereunder, to be payable by Tenant hereunder at the times and in the manner in this Lease provided, all without relief from valuation and appraisal laws.

V. RENT

5.0 RENT. Beginning with the Commencement Date, Tenant shall pay to, or upon the order of Landlord until otherwise notified in writing by Landlord, as rent to be made by Tenant for the Premises, at such place or places as Landlord may designate from time to time, and in default of such designation then at the office of the Landlord's property manager Chicagoland Commercial Real Estate Management LLC, 1240 West Northwest Highway, Palatine, Illinois 60067 the monthly amount of Sixteen Thousand Four Hundred Forty-Six Dollars and 83/100 (\$16,446.83) and then thereafter Rent shall be increased by Three Percent (3%) on each January 1 until the end of the Lease. Monthly rent is payable in advance on the first day of each and every calendar month. All payments of rent shall be made without deduction, set off, discount or abatement in lawful money of the United States until the expiration or termination of this Lease, whichever occurs first.

January 1, 2014	\$16,940
January 1, 2015	\$17,448
January 1, 2016	\$17,972
January 1, 2017	\$18,511
January 1, 2018	\$19,066

5.1 INTEREST ON LATE PAYMENTS. Each and every installment of Rent and every payment of other charges hereunder which shall not be paid by Tenant when due shall bear interest at the highest rate then payable in the state which the Leased Premises are located, or in the absence of such maximum rate, at the rate of eighteen percent (18%) per annum, from the date when the same is payable under the terms of this Lease until the same shall be paid.

VI. INSURANCE

6.0 KINDS AND AMOUNTS. Tenant, at its sole cost and expense, shall procure and maintain policies of insurance, at its own cost and expense, insuring Landlord as an additional insured for liability, property damage, workman's compensation and dram shop. The insurance shall be for the benefit of Landlord and Tenant, to the replacement value thereof in an amount that shall be sufficient to prevent Landlord or Tenant from becoming a coinsurer of any loss, (i) against loss or damage by fire or other casualty, and (ii) against such other risks as are customary covered with respect to similar equipment and buildings in the same general location as the buildings now or at any time erected on the property, including but without limiting the generality of the foregoing; windstorm, hail, explosion, riot and civil commotion, and damage from vehicles, and smoke, Tenant shall also insure the windows of the unit and provide dram shop insurance covering Landlord in an amount of no less than Three Million Dollars; (iii) shall maintain for the mutual benefit of Landlord and Tenant general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limits of not less than One Million Dollars (\$1,000,000.00) in respect to death or injury to a single person and Two Million Dollars (\$2,000,000.00) in respect to any one occurrence and

Five Hundred Thousand Dollars (\$500,000.00) in respect to property damage.

6.1 FORM OF INSURANCE. The aforesaid insurance shall be in companies and in form, substance and amount reasonably satisfactory to Landlord and any mortgagee of Landlord. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days' prior written notice to Landlord and any mortgagee of Landlord. The original insurance policies (or certificates thereof satisfactory to Landlord) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage.

6.2 MUTUAL WAIVER OF SUBROGATION RIGHTS. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through or under such party in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party(ies) so insured hereby release(s) the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect). If the party released from liability hereunder is the Landlord, and if Landlord is an Illinois land trust, the term "Landlord", for the purpose of this Section 6.2 only, shall include the Trustee, its agents, its beneficiary or beneficiaries and their agents.

6.3 LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS. Tenant covenants and agrees that if it shall at any time fail to pay any Rent required to be paid pursuant to the provisions hereof, or fail to take out any of the insurance policies provided herein, or fail to make any other payment or perform any other act on its part to be made or performed as provided herein, then Landlord shall have the right, but not the obligation, and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained, to pay any such amount, effect any such insurance coverage and pay premiums therefore, or make any other payment or perform any other action the part of Tenant to be made and performed as Landlord shall deem necessary or desirable, and in exercising any such rights may pay necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses incurred by Landlord in connection with the performance of any such act as well all overdue Rent shall bear interest at the rate of twelve percent (12%) per annum, and shall be payable to Landlord by Tenant on demand.

VII. DAMAGE OR DESTRUCTION

7.0 LANDLORD'S OBLIGATION TO REBUILD. In the event the Leased Premises are damaged by fire, explosion or other casualty, Landlord shall commence the repair, restoration or rebuilding thereof within sixty (60) days of such damage and shall complete such restoration,

repair or rebuilding within 150 days after commencement thereof, provided that if construction is delayed because of changes, deletions, or additions in construction requested by Tenant, strikes, lockouts, casualties, acts of God, war, material or labor shortages, Governmental regulation or control or other causes beyond the control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed. If the casualty or the repair, restoration or rebuilding caused thereby shall render the Leased Premises un-tenantable, in whole or in part, an equitable abatement in rent shall be allowed from the date when the damage occurred until the date when the Leased Premises are again fit for occupancy by Tenant. If such a fire, explosion or other casualty damages the building in which the Leased Premises are located to the extent of 50% or more thereof, Landlord may, in lieu of repairing, restoring or rebuilding the same, terminate this Lease within sixty (60) days after occurrence of the event causing the damage. In such event, the obligations of Tenant to pay rent and other charges hereunder shall end as of the date when the damage occurred.

VIII. CONDEMNATION

8.0 TAKING OF WHOLE. If the whole of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the Leased Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose as expressed in Article III, then in either of such events, the Lease term shall terminate upon delivery of possession to the condemning authority, and any Award, compensation or damages (hereinafter sometimes called the "Award"), shall be paid to and be the sole property of Landlord whether such an Award shall be made as compensation for diminution of the value of the leasehold or the fee of the Real Estate or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such Award. Tenant shall continue to pay rent until the Lease term is terminated and any excess impositions and excess premiums prepaid by Tenant shall be adjusted between the parties.

8.1 PARTIAL TAKING. If only a part of the Leased Premises shall be so taken or condemned, and as a result thereof the balance of the Leased Premises can be used for the same purpose as expressed in Article III, this Lease shall not terminate and Landlord shall repair and restore the Leased Premises and all improvements thereon. Any portion of the Award, which has not been expended by Landlord for such repairing or restoration, shall be retained by Landlord as Landlord's sole property. If 50% or more of the building within which the Leased Premises are located shall be so taken or condemned, Landlord may terminate this Lease by giving written notice thereof to Tenant within sixty (60) days after such taking. In such event, the Award shall be paid to and be the sole property of Landlord. The rent shall be equitably abated following delivery of possession to the condemning body.

IX. MAINTENANCE AND ALTERATIONS

9.0 MAINTENANCE. Tenant at its expense shall keep and maintain all parts of the Leased Premises excluding the roof and structural members of the building, the parking lot, sidewalks and landscaping, except for loss by fire or other casualty, which loss is covered by Article VII of this Lease, and shall remove snow accumulations from the parking lot and sidewalks. Tenant shall fully comply with all health and police regulations in force and shall conform to the rules and regulations of fire underwriters or their fire protection engineers.

9.1 ALTERATIONS. Tenant shall not create any openings in the ceiling or exterior walls nor shall Tenant make any alterations or additions to the Leased Premises. Tenant shall make all additions, improvements, alterations and repairs on the Leased Premises and on and to the appurtenances and equipment thereof, required by any governmental authority or which may be made necessary by the act or neglect of any person, firm or corporation (public or private). Upon completion of any work by or on behalf of Tenant, such Tenant shall provide Landlord with such documents as Landlord may require (including, without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work.

9.2 PRECONDITIONS. Before Tenant commences such repairing, restoration, rebuilding, maintenance or alterations involving an estimated cost of more than Five Thousand Dollars (\$5,000.00), plans and specifications therefore prepared by a licensed architect satisfactory to Landlord shall be submitted to Landlord for approval and Tenant shall furnish to Landlord (a) an estimate of the cost of the proposed work, certified to by said architect; (b) satisfactory evidence of sufficient contractor's comprehensive general liability insurance covering Landlord, builder's risk insurance, and workmen's compensation insurance; (c) a performance and payment bond satisfactory in form and substance to Landlord; and (d) such other security as Landlord may require to insure completion of all work free and clear of liens.

X. ASSIGNMENT AND SUBLETTING

10.0 CONSENT REQUIRED. Tenant shall not, without Landlord's prior written consent, (a) assign, convey or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part hereof by anyone other than Tenant. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder and Tenant shall continue to be liable as principal and not as guarantor or surety, to the same extent as though no assignment or subletting had been made. In the event Tenant requests Landlord's consent to assign this Lease or to sublet the Leased Premises Landlord may, at its option, terminate this Lease effective on the Commencement Date specified in the assignment or sublease. Any purported assignment, mortgage, transfer, pledge or sublease without the prior written consent of Tenant shall be absolutely null and void and of no legal force or effect.

10.1 INCREASED RENT TO LANDLORD. As a condition precedent to the approval of any sublease, assignment or any other type of transfer by the Landlord to any third party of all or a portion of its interest in and to the Leased Premises pursuant to the provisions of this Lease, Tenant agrees that it will pay to the Landlord, contemporaneously with the rental payments due hereunder, any amounts Tenant may receive in excess of the rent reserved herein and in the event less than all of the Leased Premises are so subleased, assigned or transferred in any way, the Tenant shall pay to the Landlord any increase in the square foot rate of rent paid to Tenant by any third party. The rent that Tenant pays to the Landlord for the purpose of this Section shall be calculated by dividing the monthly rent reserved herein by the square foot area of the Leased Premises.

10.2 MERGER OR CONSOLIDATION. Tenant may, without Landlord's consent, assign this Lease to any corporation resulting from a merger or consolidation of the Tenant upon the following conditions: (a) that the total assets and net worth of such assignee after such

consolidation or merger shall be equal to or more than that of Tenant immediately prior to such consolidation or merger; (b) that Tenant is not at such time in default hereunder; and (c) that such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and deliver the same to Landlord. If the aforesaid conditions are satisfied, Tenant shall be discharged from any further liability hereunder.

10.3 OTHER TRANSFER OF LEASE. Tenant shall not allow or permit any transfer of this Lease, or any interest hereunder, by operation of law, or convey, mortgage, pledge, or encumber this Lease or any interest herein.

XI. LIENS AND ENCUMBRANCES

11.0 ENCUMBERING TITLE. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

11.1 LIENS AND RIGHT TO CONTEST. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers' or material men's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

XII. UTILITIES

12.0 UTILITIES. Tenant shall purchase all utility services, including but not limited to fuel, water, sewer and electricity from the utility or municipality providing such service, and shall pay for such services when such payments are due. All utility services, which are separately metered, shall be paid for directly by Tenant. If any utility provided is not separately metered Tenant shall pay the expense thereof. In connection herewith, Tenant hereby indemnifies and holds harmless Landlord for any failure on the part of any utility company, public or private, to properly furnish any such utilities to the Premises, or for any interruptions in service thereof.

XIII. INDEMNITY AND WAIVER

13.0 INDEMNITY. Tenant will protect, indemnify and save harmless Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or resulting from any act or omission of Tenant or anyone claiming by, through or under Tenant;

(b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or
(c) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof. In case any action, suit or proceeding is brought against Landlord by reason of any such occurrence, Tenant will, at Tenant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel approved by Landlord.

13.1 ENVIRONMENTAL INDEMNITY. Tenant does hereby agree unconditionally, absolutely and irrevocably to indemnify, defend and hold Landlord, and its beneficiaries against any loss, liability, costs, injury, expense or damage of any and every kind for and including court costs and attorney's fees and expenses, which may be suffered or incurred with respect to or as a result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from or onto the Lease Premises of any Hazardous Material (defined below) including without limitation any losses, liabilities, damages, injuries, costs, or expenses arising under any of the Statutes (defined below) including without limitation any costs, fees or expenses incurred in connection with the removal, encapsulation or other treatment of Hazardous Material from or on the Property. This indemnification extends to any loss, liability, cost, expense or damage (including attorney's fees) suffered or incurred as the result of the failure of the Leased Premises to comply with all applicable environmental protection laws, ordinances, rules and regulations, and any litigation preceding or governmental investigation relating to such compliance or noncompliance, and any loss, liability, cost, damage or expense arising from any claim, action, demand, cause of action or damage relating to or in connection with any personal injury concerning or relating to the presence of asbestos or other Hazardous Material on the Lease Premises.

For purposes of this Lease, Hazardous Material means "hazardous substances", or "toxic substances" as those terms are defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Illinois Environmental Protection Act, Illinois Revised Statutes Chapter 111½, § 1001 et seq.; or the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; or "hazardous wastes" as the term is defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq.; any radioactive material; asbestos in any form or condition; radon; polychlorinated biphenyls or substances or compounds containing polychlorinated biphenyls or any pollutant biphenyls or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state or local law regulation, ordinance or requirement (collectively the "Statutes"). The provisions of this environmental indemnity shall survive the termination of the Lease.

13.2 WAIVER OF CERTAIN CLAIMS. Tenant waives all claims it may have against Landlord for damage or injury to person or property sustained by Tenant or persons claiming through Tenant or by any occupant of the Leased Premises, or by any other person, resulting from any part of the Leased Premises or any of its improvements, equipment or appurtenances becoming out of repair, or resulting from any accident on or about the Leased Premises or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Leased Premises or of any other person, including Landlord to the extent permitted by law. This Section 13.1 shall include, but not by way of limitation, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the

act or neglect of Tenant or of other tenants, or occupants or any part of the Leased Premises or of any other person, including Landlord to the extent permitted by law, and whether such damage be caused by or result from anything or circumstance above mentioned or referred to, or to any other thing or circumstance whether of a like nature or of a wholly different nature. All personal property belonging to Tenant or any occupant of the Leased Premises that is in or on any part of the Leased Premises shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof.

XIV. RIGHTS RESERVED TO LANDLORD

14.0 RIGHTS RESERVED TO LANDLORD. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and its agents (and its beneficiary or beneficiaries and their agents, if Landlord is an Illinois land trust) reserves the following rights to be exercised at Landlord's election:

- A. To change the street address of the Leased Premises;
- B. To inspect the Leased Premises and to make repairs, additions or alterations to the Leased Premises and the buildings thereon, specifically including, but without limiting the generality of the foregoing, to make repairs, additions or alterations within the Leased Premises and the buildings thereon to mechanical, electrical, and other facilities serving other premises in the building of which the Leased Premises are a part or other part of the Real Estate.
- C. To show the Leased Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the Lease term, to persons wishing to rent the Leased Premises;
- D. During the last year of the Lease term, to place and maintain the usual "For Rent" sign in or on the Leased Premises; and,
- E. To place and maintain "For Rent" signs on the Leased Premises including the exterior of any building on the Leased Premises.

Landlord may enter upon the Leased Premises for any and all of said purposes and may exercise any and all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession of the Leased Premises, and without being liable in any manner to Tenant.

XV. QUIET ENJOYMENT

15.0 QUIET ENJOYMENT. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

XVI. SUBORDINATION OR SUPERIORITY

16.0 SUBORDINATION OR SUPERIORITY. The rights and interest of Tenant under this Lease shall be subject and subordinate to any first mortgage or first trust deed that hereafter may be placed upon the Leased Premises by Landlord and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, if the mortgagee or trustee named in said mortgage or trust deed shall elect to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize the Lease of Tenant in the event of foreclosure if Tenant is

not in default (which agreement may, at such mortgagee's option, require attornment by Tenant). Any such mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or trust deed. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or have priority over, as the case may be, the lien of said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place, and stead so to do.

XVII. SURRENDER

17.0 SURRENDER. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment. All additions and permanent improvements, in or upon the Leased Premises on the date of this Lease, by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant, unless Landlord requests their removal in writing at or before the time of such termination of this Lease. If Landlord so requests removal of said additions, hardware and improvements and Tenant does not make such removal at said termination of this Lease, or within ten (10) days after such request, whichever is later, Landlord may remove the same.

17.1 REMOVAL OF TENANT'S PROPERTY. Upon the termination of this Lease by lapse of time, Tenant shall contact Landlord to discuss removal of any items. No items shall be removed until such time as a list is completed of those items, which can be removed. For those items, which Landlord permits, removal Tenant shall repair any injury or damage to the Leased Premises, which may result from such removals.

17.2 HOLDING OVER. Any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at double the monthly rate of rent and other charges payable hereunder for the Lease term, or at the election of Landlord expressed written notice to Tenant, and not otherwise, such holding over shall constitute a renewal of this Lease for one (1) year at the same rental and upon all of the other covenants and agreements contained in this Lease. If Tenant continues to hold over after a written demand by Landlord for possession at the expiration of the Lease or after termination by either party of a written demand by Landlord for possession at the expiration of the Lease or after termination by either party of a month-to-month tenancy created pursuant to this Section, or after termination of the Lease or of Tenant's right to possession pursuant to Section 18.0 hereof, Tenant shall pay monthly rental at a rate equal to double the rate of rent payable hereunder immediately prior to the expiration or other termination of the Lease or Tenant's right to possession. Nothing contained in this Section 17.2 shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises.

XVIII. REMEDIES

18.0 DEFAULTS. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

- A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof; or
- B. Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceeding for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or
- C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or
- D. The Leased Premises are levied upon by any revenue officer or similar officer; or
- E. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or
- F. Tenant shall abandon the Leased Premises or vacate the same during the term hereof; or
- G. Tenant shall default in any payment of rent or in any other payment required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or
- H. Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to insure payment thereof, or having commenced to contest the same and having give such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for ten (10) days after notice thereof in writing to Tenant; or
- I. Tenant shall default in keeping, observing or performing any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or
- J. Tenant shall repeatedly be late in the payment of rent or other charges required to be paid hereunder and/or default in the keeping, observing, or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such payment or other defaults of which notice was given).

Upon the occurrence of any one or more of such events of default, Landlord may at its election terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of the Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to the Landlord, and hereby grants to the Landlord the full and free right, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for), to enter into and upon the Leased Premises in such event with or without process of law and to repossess the Leased Premises as the Landlord's former estate and to expel or remove the Tenant and any others who may be occupying or within the Leased Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing the Landlord's rights to rent or any other right given to the Landlord hereunder or by operation of law.

Upon termination of the Lease, Landlord shall be entitled to recover as damages, all rent and other sums due and payable by Tenant on the date of termination, plus (1) an amount equal to the value of the rent and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Leased Premises for the residue of the stated term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Leased Premises, preparation for subletting and for subletting itself), and (2) the cost of performing any other covenants to be performed by the Tenant.

If the Landlord elects to terminate the Tenant's right to possession only, without terminating the Lease, the Landlord may, at the Landlord's option enter into the Leased Premises, remove the Tenant's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the Lease or releasing the Tenant, in whole or in part, from the Tenant's obligations to pay the rent hereunder for the full term or from any other of its obligations under this Lease. Landlord may but shall be under no obligation so to do, sublet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to sublet the Leased Premises for a term greater or lesser than that remaining under the Lease term, and the right to sublet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such subletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not sublet the Leased Premises, Tenant shall pay to Landlord on demand damages equal to the amount of the rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease term.

If the Leased Premises are sublet and a sufficient sum shall not be realized from such subletting after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such subletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the rent and other charges herein provided to be paid for the remainder of the Lease term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section from time to time. If Tenant shall default under subsection "1" thereof, and if such default cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant promptly commences to eliminate the cause of such default, then Landlord shall not have the right to declare said term ended by reason of such default or to

repossess without terminating the Lease so long as Tenant is proceeding diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare the said term ended or to repossess without terminating the Lease, and to enforce all of its rights and remedies hereunder for any other default not so cured.

Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent and Additional Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Base Rent or Additional Rent due from Tenant shall not be received by Landlord within ten (10) days after such amount shall be due, Tenant shall pay to Landlord in addition to the amount due, a late charge equal to ten percent (10%) of such overdue amount. The parties hereto agree that such late charge by Landlord is a fair and reasonable estimate of the extraordinary costs and other damages Landlord will incur by reason of any such late payment taking intangibles into account. Such late charge is deemed to be only one of the several cumulative remedies available to Landlord hereunder and acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Anything herein to the contrary, notwithstanding any payment of Base Rent or Additional Rent to be made by the Tenant to Landlord, pursuant to the provisions of this Lease, shall bear interest at the rate of twelve percent (12%) per annum from the date payment was due.

18.1 REMEDIES CUMULATIVE. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

18.2 NO WAIVER. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right to power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of rent or other charges hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not as satisfaction of damages due from Tenant to Landlord.

XIX. SECURITY DEPOSIT

19.0 SECURITY DEPOSIT. n/a

19.1 DUTY TO RESTORE SECURITY DEPOSIT. n/a

19.2 REFUND OF SECURITY DEPOSIT. n/a

XX. MISCELLANEOUS

20.0 TENANT'S STATEMENT. n/a

20.1 ESTOPPEL CERTIFICATES. Tenant shall at any time and from time to time upon not less than ten (10) days prior written request from Landlord execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying (if true) that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certifications as may reasonably be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee of the Leased Premises or Real Estate and their respective successors and assigns.

20.2 LANDLORD'S RIGHT TO CURE. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much additional rent due on the next rent date after such payment together with interest (except in the case of said attorneys' fees) at the highest rate then payable by Tenant in the state in which the Leased Premises are located or in the absence of such a maximum rate, at the rate of twelve percent (12%) per annum, from the date of the advance to the date of repayment by Tenant to Landlord.

20.3 AMENDMENTS MUST BE IN WRITING. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by and to each party hereto subsequent to the execution of this Lease.

20.4 NOTICES. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from Landlord to Tenant shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail, return receipt requested, in an envelope properly stamped and addressed to Tenant as

follows: The Village of Homer Glen, 14933 South Founders Crossing, Homer Glen, Illinois 60491, or at such other address as Tenant may theretofore have furnished by written notice to Landlord. Any notices or demands from Tenant to Landlord shall be deemed to have been duly and sufficiently given if mailed by United States registered or certified mail, return receipt requested, in an envelope properly stamped and addressed to Landlord as follows: Founders South Properties LLC c/o Chicagoland Commercial Real Estate Management LLC, 1240 West Northwest Highway, Palatine, Illinois 60067 or at such other address as Landlord may theretofore have furnished by written notice to Tenant, with a copy to any first mortgagee of the Leased Premises, the identity and address of which Tenant shall have received written notice. The effective date of such notice shall be two (2) days after delivery of the same to the United States Postal Service.

20.5 TIME OF ESSENCE. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

20.6 RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

20.7 CAPTIONS. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.8 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 term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.9 LAW APPLICABLE. This Lease shall be construed and enforced in accordance with the laws of the state where the Leased Premises are located.

20.10 COVENANTS BINDING ON SUCCESSORS. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

20.11 BROKERAGE. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease.

20.12 LANDLORD MEANS OWNER. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leased Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant. Anything in the foregoing to the contrary notwithstanding, it is expressly understood and agreed that the beneficiaries of a land trust fee title holder to the Leased Premises may enforce this Lease in their own name and own right or in the Landlord's name for their use and benefit as third party creditor beneficiaries, and they are intended beneficiaries of this Lease and the covenants and obligations of Tenant hereunder.

20.13 LENDER'S REQUIREMENTS. If any mortgagee or committed financier of Landlord should require, as a condition precedent to the closing of any loan or the disbursement of any money under any loan, that this Lease be amended or supplemented in any manner (other than in the description of the Leased Premises, the term, the purpose or the rent or other charges hereunder) Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a Lease Supplement Agreement embodying such amendments and supplements. Tenant shall, within ten (10) days after the effective date of Landlord's notice, either consent to such amendments and supplements (which consent shall not be unreasonably withheld) and execute the tendered Lease Supplement Agreement, or deliver to Landlord a written statement of its reason or reasons for refusing to so consent and execute. Failure of Tenant to respond within said ten (10) day period shall be a default under this Lease without further notice. If Landlord and Tenant are then unable to agree on a Lease Supplement Agreement satisfactory to each of them and to the lender within thirty (30) days after delivery of Tenant's written statement, Landlord shall have the right to terminate this Lease within sixty (60) days after the end of said thirty (30) day period.

20.14 SIGNS. Tenant shall have the right to install exterior signage in accordance with local laws and codes.

20.15 LITIGATION. In the event of any litigation between Landlord and Tenant with respect to this Lease, the prevailing party in such litigation shall be entitled to reimbursement by the non-prevailing party of all reasonable costs, charges and expenses incurred by the prevailing party in such litigation, including, without limitation, the reasonable fees and reasonable out of pocket expenses of counsel, agents and others retained by the prevailing party. Both parties waive any right to trial by jury.

20.16 LIMITATION ON LANDLORD'S LIABILITY. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Landlord, while in form purporting to be representations, covenants, undertakings and intended not as personal representations, covenants, undertakings and agreements by the Landlord or for the purpose of binding only Landlord's interest in the Premises to the terms of this lease and for no other purpose whatsoever, and in the event of a default by Landlord, Tenant shall look solely to the interest of Landlord in the Premises. No duty shall rest upon Landlord to sequester the Premises or the rents, issues and profits arising therefrom, or the process arising from any sale or other disposition thereof. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Landlord on account of this Lease or on account of any representation, covenant, undertaking or agreement by the Landlord in this Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Tenant herein and to all persons claiming by, through, or under said Tenant. The foregoing limitation on Landlord's liability shall inure to and for the benefit of Landlord and its successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:
FOUNDERS SOUTH PROPERTIES, LLC

TENANT:
THE VILLAGE OF HOMER GLEN

By: 

Its: MANAGER

By: 

Its: VILLAGE PRESIDENT

EXHIBIT A

- 1) All awnings will be replaced, including above Sheriff's office, above Village Hall, Mayor's entrance and south side of building specifically.
- 2) Rust stains by Mullet's, south side and anywhere else shall be cleaned to the best possible.
- 3) All bushes shall be trimmed appropriately and/or removed if necessary.
- 4) All trees shall be pruned appropriately and/or removed if necessary.
- 5) Other vegetation and landscaping plants shall be maintained and kept in neat appearance and condition.
- 6) Area around building shall be "mulched" to give a pleasing and aesthetic appearance (early Spring).
- 7) Parking lot shall be resurfaced and all lines repainted, including handicap stalls (early Spring). Any changes to how the lines are painted can be submitted prior to that time.