

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of the 14th day of November 2017 (the "Effective Date"), between The Village of Homewood, an Illinois Municipal Corporation, as "Landlord" or "Village," and Homewood Science Center, an Illinois not-for-profit corporation, as "Tenant".

WITNESSETH THAT, in consideration of the covenants and agreements hereafter set forth, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises described on the terms contained in this Lease.

1. Premises. Landlord does lease unto Tenant, and Tenant does lease from Landlord, those certain premises (the "Premises"), including the land and improvements thereon, at 18022 Dixie Hwy, Homewood, Illinois 60430.
2. Term.
 - A. The initial term of this Lease shall be for five (5) years and shall commence on November 14, 2017 and end on November 14, 2022 (the "Initial Term") and shall be subject to extension or earlier termination as provided in this Lease.
 - B. The term shall automatically renew for additional consecutive five (5) year terms unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then term.
3. Rent. Tenant has paid to Landlord One and 00/100 Dollars (\$1.00) in advance, the receipt and sufficiency of which is acknowledged by Landlord, as full consideration for rent payable for the initial term and any extensions thereof (the "Rent").
4. Use and Possession of the Premises. Tenant may use and occupy the Premises for any public purpose so as to maintain the Premises' tax exempt status. ("Permitted Use")
5. Assignment and Subletting. Tenant shall not assign, transfer, sublease or encumber this Lease without the prior written consent of the Landlord.
6. Landlord Use of Premises. Landlord and its employees will be allowed use of the Premises during such periods of time Tenant does not have scheduled activities.
7. User's Responsibility. Tenant shall obtain from a user of the premises an indemnification agreement or similar document acceptable to Landlord indicating that the user assumes responsibility resulting from loss or damage to

the Premises and to the user's property and agreeing to cooperate with Tenant in complying with all rules and regulations pertaining to the use of the Premises.

8. Alcoholic Beverages. Tenant may serve alcoholic beverages subject to these conditions:
 - a. Alcoholic beverages may only be served in organized events held by the Tenant;
 - b. If alcoholic beverages are to be sold, Tenant shall obtain a liquor license from the Village for each event;
 - c. Service of alcoholic beverages shall take place only during the hours when alcoholic beverage sales are permitted by the Village.
9. Maintenance and Repair. Landlord shall maintain the building exterior and interior mechanical and structural components. In addition, Landlord shall keep the Premises and the approaches, sidewalks, and parking areas clean and free from ice and snow.
10. Utilities/Janitorial/Pest Control. Tenant shall maintain and keep in good condition the building interior. Landlord shall provide utilities, janitorial and pest control services necessary for Tenant's use of the Premises. Utilities include: water; natural gas, electricity, telephone and Internet service. Landlord shall be responsible for scavenger service for the Premises.
11. Parking: Landlord shall provide the Tenant with thirteen (13) striped parking spaces on the Premises.
12. Compliance with Laws. Tenant shall comply with all present and future laws, ordinances and requirements of all governmental authorities applicable to the Premises and Tenant's use thereof.
13. Insurance. The undersigned shall provide the Village a certificate of insurance reflecting coverage for general liability coverage in amounts satisfactory to the Village. The Village, its officials, agents, employees and volunteers are to be covered as additional insured as respects the Homewood Science Center's use of the premises.
14. Fixtures/Surrender of Possession. All of Tenant's trade fixtures and all personal property, fixtures, apparatus, machinery and equipment, now or hereafter located upon the Premises (collectively, "Tenant's Equipment"), shall be and remain the personal property of Tenant. Upon the expiration or termination of this Lease or upon the termination of Tenant's right of possession as provided in this Lease (the "Surrender Date"), Tenant shall forthwith surrender the Premises

to Landlord in good order, repair and condition, ordinary wear and tear, acts of Landlord and casualty excepted. On the Surrender Date, Tenant shall remove from the Premises all of Tenant's Equipment, signs and all other personal property belonging to Tenant.

15. Casualty/Eminent Domain.

A. If all or any part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or shall be sold to the condemning authority under threat of condemnation so that, in the sole judgment of Tenant, the Premises can no longer be economically used for the purpose intended, Tenant may elect to terminate this Lease by providing Landlord with written notice of such termination following such taking.

B. If the Premises shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then at the election of the Tenant, the Term created shall cease as of such damage or destruction, and Tenant shall surrender the Premises and all interest to Landlord. In case Tenant shall not so elect to terminate this Lease, this Lease shall continue in full force provided Landlord agrees to repair the Premises. If Landlord declines to repair the Premises, this lease shall terminate.

16. Default and Remedies.

A. If either party fails to perform any of the terms, covenants, agreements, or conditions on its part to be performed under this Lease and that failure continues uncorrected for thirty (30) days after notice of failure from the non-defaulting party, unless otherwise specified in this Lease, this Lease may be terminated at any time and both parties shall be relieved of any future liability arising after the event of default under this Lease.

B. If any default by either party cannot reasonably be remedied within the time prescribed in the notice of default and if such party has commenced to remedy the default and diligently pursues such remedy thereafter, then the defaulting party shall have such additional time as is reasonably necessary to remedy the default before the Lease can be terminated or other remedies enforced, not to exceed thirty (30) additional days.

17. Notices. Any notice shall be sufficient if personally delivered, sent by recognized courier or sent by certified mail, addressed to Tenant at the Premises, and to Landlord care of the Village Manager, 2020 Chestnut Rd., Homewood, Illinois 60430. The effective date of such notice shall be upon delivery if personally

served, one (1) day after delivery to a courier if served by courier and three (3) days after delivery of same to the United States Post Office if served by mail.

18. Successors. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and permitted assigns of each party.
19. Quiet Possession. Landlord agrees that if Tenant complies with all terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the term without such possession being disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.
20. Brokers. Each party represents to the other that it has not dealt with any real estate broker, agent or finder in this Lease transaction.
21. Entire Agreement. All understandings and agreements between Landlord and Tenant regarding leasing the Premises are merged in this Lease and the exhibits annexed, which alone fully and completely express their agreements regarding leasing the Premises.
22. Governing Law and Interpretation. The validity, meaning and effect of this Lease shall be determined under the laws of the State of Illinois.
23. Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original, and both of which together shall constitute the same agreement. Email and .pdf signatures are acceptable as originals.


[signature page follows]

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


LANDLORD:

The Village of Homewood, an
Illinois Municipal Corporation

By:


Richard A. Hofeld
Village President

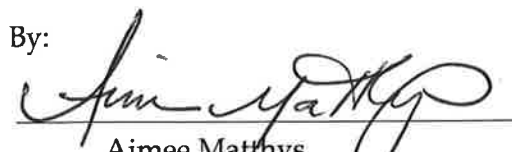
Attest:


Marilyn A. Thomas
Village Clerk

TENANT:

Homewood Science Center, an Illinois not-for-profit corporation

By:


Aimee Matthys
Homewood Science Center President