

RESOLUTION NO 25-003R
VILLAGE OF THORNTON RESOLUTION GRANTING OPTION TO EXTEND LEASE WITH VILLAGE
OF THORNTON HISTORICAL SOCIETY

WHEREAS, on March 17, 2014, the Village of Thornton entered into a lease with the Village of Historical Society for the property located at 114 North Hunter Street, Thornton, Illinois; and

WHEREAS, said lease was for an initial term of 10 years and provided an option to renew the lease for two successive ten-year terms upon the same terms except for rent. A true and correct copy of the lease is attached and made part of this resolution as exhibit A; and

WHEREAS, the Village of Thornton Historical Society has indicated that they wish to exercise the option to renew the lease for a ten-year term; and

WHEREAS, the Village of Thornton accepts the request to exercise the option; and

WHEREAS, the Village of Thornton and the Village Historical Society have negotiated and agreed to modify the rent; and

WHEREAS, the President and Board of Trustees of the Village of Thornton approved the extension and the new terms at their March 4, 2024 Board Meeting and wish to memorialize the extension in writing

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That the President and Village Clerk of the Village of Thornton hereby consent to an additional term of ten years expiring March 31, 2034 upon the same terms and conditions except the following:

Section 3.1 rent shall be \$225 per month.

Section 6.6 The Village of Thornton to pay all utilities.

SECTION 2: The specific terms and conditions of this Resolution shall prevail against other existing ordinances or resolutions of the Village of Thornton to the extent there may be any conflict. All existing resolutions of the Village of Thornton which directly conflict with the terms of this resolution are herein repealed.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED by the President and Board of Trustees of the Village of Thornton, Cook County, Illinois, this 18th day of February 2025.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED BY ME THIS 18th day of FEBRUARY 2025.

Joseph Pisarzewski
Acting Village President
Village of Thornton

PUBLISHED in pamphlet form by authority of the Corporate Authorities on _____,
2024.

ATTEST:

Nikki Katakis
Acting Village Clerk
Village of Thornton

Y:\Scott\Thornton\Resol\Bud's RC Club – Resolution – 3-27-24

LEASE

THIS LEASE AGREEMENT is made as of this 17th day of March, 2014, by and between the VILLAGE OF THORNTON ("Landlord"), an Illinois Municipal Corporation, and the Village of Thornton Historical Society, an Illinois Not-For-Profit Corporation, ("Tenant").

ARTICLE I PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms, covenants and conditions hereof, the building and premises located at 114 North Hunter Street, Thornton, Illinois 60476, PIN: 29-34-119-007-0000 (the "Premises"), identified on Exhibit A attached hereto.

ARTICLE II TERM

The term of this Lease shall commence on April 1, 2014, and shall end on March 31, 2024 (the "Lease Term"), unless sooner terminated as herein provided. A "Lease Year" shall be defined for purposes of this Lease as any year to year period occurring during the Lease Term.

The Tenant shall have an option to renew this Lease under the same terms and conditions except for rent, which shall be negotiated between the Landlord and Tenant for two (2) successive 10-year terms, provided that the Tenant is not in default of the terms of this agreement and serves written notice of the intent for the option term prior to the expiration of the existing term.

ARTICLE III RENT

3.1 **Base Rent.** Tenant covenants and agrees to pay to Landlord rental during the term of this Lease, including any renewal thereof, promptly when due and without setoff or deduction of any amount for any reason, base rent at the rate of ONE DOLLAR (\$1.00) per year.

3.2 **Payment of Rent.** All rent shall be paid to the order of Landlord or such other party or location as Landlord shall from time to time direct.

3.3 **Taxes.** The property is currently tax exempt. In the event that real estate taxes are levied on the premises by virtue of this Lease, Tenant shall pay all real estate taxes levied on the premises when due.

ARTICLE IV COMPLIANCE WITH REQUIREMENTS

Tenant will promptly a) comply with and cure any violations of applicable laws, ordinances and other legal requirements pertaining to the Premises, which Tenant causes; and b) procure, maintain and comply with all permits, licenses and other authorizations required for the use of the Premises and for the lawful operation, maintenance and repair of the Premises or any part thereof, except for permits, licenses and other authorizations required for the maintenance and repair obligations required by Landlord hereunder. Tenant shall use its best efforts not to do or permit any act or thing which constitutes a public or private nuisance. If the Tenant shall change the operation or use or permit a change in the operation or use of any part of the Premises from the initial operation and use thereof approved by Landlord, the result of which may invalidate or increase the premium cost of any policy of insurance carried by Landlord, Tenant upon demand by Landlord shall pay such additional premium cost to Landlord.

ARTICLE V COVENANT AGAINST LIENS

Tenant agrees not to suffer or permit any mechanic's lien, charge or order to be filed against the Premises. If because of any act or omission of Tenant, any mechanic's lien charge or order for the payment of money shall be filed against the Premises, Tenant shall, at its own expense, cause the same to be discharged of record or bonded over within thirty (30) days after written notice from Landlord to Tenant of the filing thereof. If Tenant shall fail to cause any such lien to be discharged of record or bonded within the period required for such discharge or bonding, then Landlord shall have the right to cause the same to be discharged without obligation to investigate the validity of any such lien, and Tenant shall promptly reimburse Landlord for any amount so paid by Landlord, including reasonable attorneys' fees and any other expenses or costs thereby incurred.

ARTICLE VI MAINTENANCE, ALTERATIONS AND ADDITIONS

6.1 **Maintenance and Repairs.** By taking possession of the Premises, Tenant accepts the Premises as being in good and sanitary order, condition and repair, and in the condition in which Landlord is obligated to deliver it. Tenant shall, at all times during the Term, keep the Premises and every part thereof in good condition, excepting damage thereto by fire, earthquake, act of God or the elements. Tenant shall upon the expiration or sooner termination of the Term, surrender to Landlord the Premises and all repairs, changes, alterations, fixtures, additions, improvements thereto in the same condition as when received, or when first installed, ordinary wear and tear excepted. It is hereby understood and agreed that Landlord has no obligation to alter, remodel, improve, repair, decorate, or paint the Premises, and that representations respecting the condition of the Premises have been made by Landlord to Tenant,

except as specifically herein set forth. Notwithstanding the provisions of this Article and subject to 6.2 and 6.3 below, Landlord shall repair and maintain the roof and structural portions of the Premises, including the basic plumbing, air-conditioning, heating, and electrical systems, installed or furnished by Landlord.

6.2 Major Maintenance. Major maintenance and repair of the leased premises, involving anticipated or actual costs in excess of \$750.00 per incident, not due to Lessees' misuse, waste or neglect, or that of Lessees; employees, family, agents or visitors, is the responsibility of Lessor, or Lessor's successors or assigns.

6.3 Minor Maintenance. Minor maintenance and repair of the leased premises, involving anticipated or actual costs less than \$750.00 per incident is the Tenant's responsibility.

6.4 Landlord's Right of Entry. Tenant shall allow entry by Landlord, its agents or employees for the purpose of routine housekeeping duties furnished by Landlord and to make such examination, repairs, alterations, and improvements as Landlord shall desire or deem necessary to the Premises from time to time, provided that Landlord shall use reasonable efforts to limit its entry, where possible so as not to interfere with Tenant's business. Moreover, if Tenant does not keep the Premises in good repair and in a clean, sightly and healthy condition, Landlord may enter the Premises, but it is not required to do so, directly or by his agents or employees without such entry causing or constituting a termination of this Lease or an interference with the possession of the Premises by Tenant and Landlord may cause the premises to be placed in such a state of repair, sightliness, healthiness and cleanliness as existed at the date of the execution of this Lease and Landlord may charge and Tenant agrees to pay as Additional Rent, the expenses of Landlord incurred under the terms of this provision.

6.5 Alterations and Additions. After the commencement of the Lease, all structural alterations, improvements, additions or installations in or to the Premises, and the performance of all fixturing, furnishing, equipping and other similar work in the Premises proposed to be done by or at the request of Tenant shall require Landlord's prior written consent, which consent shall not be unreasonably withheld. Before commencement of any such work or delivery of any materials into the Premises, Tenant shall employ or retain only the services of licensed, bonded and insured contractors and shall obtain all necessary permits and licenses and submit plans and specifications to Landlord for its written approval. Tenant agrees to hold Landlord and Landlord's beneficiaries, agents and employees forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. Tenant shall pay the cost of all such work, including necessary repairs to Landlord's property, occasioned by such work. Upon completion of such work, Tenant shall furnish Landlord with a certificate of the Tenant's architect that the work meets all building codes and shall guarantee that there are no mechanic's liens upon the Premises arising out of the work. All such work shall comply with all insurance requirements and with all laws, ordinances and legal requirements, and shall be done in a good and workmanlike manner and with the use of good grades of materials. All alterations, improvements, additions, installations, fixtures, excluding trade fixtures, to or in the Premises shall and, at the expiration or termination of this Lease shall remain in the Premises as Landlord's property without compensation, allowance or credit to Tenant therefor.

6.6 Tenant and Landlord shall share responsibility for all utilities on a 50/50 basis. Landlord shall pay all utilities and invoice the Tenant.

ARTICLE VII INSURANCE

7.1 **Insurance.** Landlord, at Landlord's expense, will maintain the following insurance at all times during the term of the Lease with insurance companies satisfactory to Landlord:

(a) Comprehensive general liability insurance against any loss, cost or damage to persons or property by reason of, arising out of maintenance of the Premises, contractual liability and personal injury or death coverage, such insurance to be in the sum of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate (or in such greater sum as may from time to time be required by Landlord, based upon amounts of similar insurance coverage maintained by prudent owners or tenants of similar facilities;

(b) Fire, lightning, wind storm, hail storm, air craft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of loss as insured against under Special Extended Coverage Endorsement and extended coverage insurance covering the Premises, such coverage in an amount of not less than the full replacement cost of all additions, alterations and improvements to the Premises but not all furniture, equipment and supplies and other trade fixtures and all other items of Tenant's property on the Premises. The carrying of any insurance by Landlord shall not relieve Tenant of Tenant's obligation to indemnify, defend and hold harmless Landlord, its beneficiaries and any other party as provided under this Lease or constitute the limit of Tenant's liability to Landlord.

(c) Other than stated in (a) and (b) above, all other insurance, including but not limited to Workers' Compensation insurance, Dramshop insurance and insurance covering the property of Tenant shall be Tenant's responsibility.

7.2 **Parties.** The policies of insurance required to be maintained by the parties pursuant to this Article VII shall name as the insured parties, Landlord, Tenant and their respective agents and employees as their respective interests may appear.

ARTICLE VIII

EMINENT DOMAIN, CONDEMNATION AND CASUALTY

8.1 If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of condemnation, eminent domain or conveyance in lieu thereof, either party shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease. In this instance, no rent shall be due from Tenant effective the date of the taking. Landlord shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, and Tenant shall have no claim against Landlord for the value of any unexpired term of the Lease. If a substantial part of the Premises shall be so taken or appropriated and neither party hereto shall elect to terminate this Lease, the rental thereafter shall be adjusted on a pro rata basis effective the date of taking. Before Tenant may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be so substantial as to prevent Tenant's use and occupancy thereof.

8.2 In addition to the rights of Landlord above, if any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of condemnation, eminent domain, or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease, and Landlord shall be entitled to any and all income, rent award, or any interest therein whatsoever in accordance with its rights under Illinois law. Tenant shall likewise be entitled to retain all sums payable to it in accordance with exercise of all its rights under Illinois law. In this instance, no rent shall be due from Tenant effective the date of taking.

8.3 In the event only an insubstantial portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of condemnation, eminent domain, or conveyance in lieu thereof, the Lease shall remain in full force and effect except that rent shall be adjusted on a pro rata basis effective the date of the taking.

8.4 In the event the Premises is damaged by fire or other casualty, Landlord shall forthwith repair the same provided such fire or casualty can, in Landlord's reasonable estimation, be restored, within ninety (90) days from the date of the fire or other casualty, and this Lease shall remain in full force and effect. If such fire or casualty is not the result of any negligence or willful misconduct of Tenant, or its agents or employees, then Tenant shall be entitled to a proportionate abatement in rent from the taking of such fire or casualty, such reduction to be based pro rata to the extent to which the fire or casualty and the taking of such repairs shall interfere with the use and occupancy by Tenant of the Premises. Within thirty (30) days from the date of such fire or casualty, Landlord shall notify Tenant, in writing, whether or not material restoration can be made within the ninety (90) day period, and Landlord's determination shall be binding on Tenant.

8.5 If such repairs cannot, in Landlord's reasonable estimation, be made within ninety (90) days from the date of the fire or the casualty, Landlord shall have the sole option of giving Tenant, at any time within sixty (60) days after such fire or casualty, notice terminating this Lease as of the date of such fire or casualty. In the event of the giving of such notice, this Lease shall expire and all interest of the tenant in the Premises shall terminate as of the date of such fire or casualty as if such date had originally been fixed in this Lease for the expiration the Term. In the event that Landlord does not exercise the above set forth option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuously in full force and effect, but the rent hereunder to be proportionately abated as herein provided. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any paneling's, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises at the expense of Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

In the event that the Landlord should fail to complete such repairs and material restoration within ninety (90) days after the date of such fire or casualty, Tenant may at its option and as its sole remedy terminate the Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice was the originally fixed in this Lease for the expiration of the Term; provided, however, 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 reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

8.6 In the event of any fire or other casualty where the Lease is not terminated pursuant to the terms of this Article VIII, Tenant shall immediately repair and restore any portion of the alterations, additions or improvements made by or on behalf of Tenant in the Premises.

8.7 In the event of any damage or destruction to the Premises by any peril covered by the provisions of this Article, Tenant shall upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the as Landlord shall request and Tenant hereby indemnifies and holds Landlord harmless from any loss, liability, cost and expenses, including attorneys' fees, arising out of any claim of damage or injury as a result of any alleged failure to properly secure the Premises prior to such removal and/or such removal.

8.8 **Non-Liability of Landlord.** Landlord and its beneficiaries shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain, or snow leaks from any part of the Premises or leaks or backups from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by other persons in the Premises, occupants of adjacent property, or the public, quasi-public work or by theft. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any

claims arising out of damage to the same unless such damage shall be caused by the willful act or gross neglect of Landlord, or its agents or employees.

8.9 Indemnification. Tenant agrees to indemnify and hold harmless Landlord its beneficiaries, and their respective employees and agents, jointly and severally, from and against any and all claims, liabilities, demands, costs and expenses of every kind and nature, including reasonable attorneys' fees and litigation expenses, arising from Tenant's use or occupancy of the Premises or from any breach or default on the part of Tenant hereunder or from the negligence or willful misconduct of Tenant or any permitted assignee, subtenant or occupant, their respective employees, agents, guests, servants, invitees, or customers in or about the Premises, other than by reason of the negligence of Landlord or its employees or agents, or the default of Landlord under this Lease. In the event any such proceeding is instituted against Landlord, or any such party, tenant covenants to defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to Landlord, if so requested.

ARTICLE IX USE OF PREMISES

Tenant shall continuously (subject to casualty and condemnation) occupy and use the Premises during the entire term only for operation of The Village of Thornton Historical Society. Such use shall not be changed without the written consent of the Landlord, which may be withheld. Tenant shall operate its business in an efficient, professional and reputable manner.

ARTICLE X ASSIGNMENT AND SUBLETTING

10.1 Assignment. Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld:

- (a) Assign, sublet, or convey this Lease or any interest under it; or
- (b) Allow any transfer thereof or any lien upon Tenant's interest by operation of law (other than as hereinafter provided).

10.2 Effect of Transfer of Lease. No permitted assignment, sublet or other transfer of this Lease shall relieve Tenant of Tenant's covenants and agreements hereunder, and Tenant shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment, sublet or transfer had been made. Any transferee of this Lease under this provision shall expressly assume, and by reason of such assignment shall be considered as having assumed, all of the obligations and duties of Tenant hereunder.

10.3 Tenant shall not mortgage this Lease or any interest they may have in this Lease.

ARTICLE XI DEFAULT

11.1 Events of Default. The following shall be deemed events of default ("Events of Default") by Tenant under this Lease:

- (a) Tenant defaults in the payment of any installment of rent and does not cure same within five (5) days after written demand by Landlord that the default be cured; or in the payment of any other charge due under this Lease and does not cure same within fifteen (15) days after written demand by Landlord that the default be cured;
- (b) Tenant defaults in the prompt and full performance of any other provision of this Lease, and except in cases of emergency (which defaults shall be cured immediately, if possible), does not cure the default within thirty (30) days after written demand by Landlord that the default be cured, or if such default cannot be cured within said thirty (30) day period, Tenant fails to commence to cure such default within said thirty (30) day period or thereafter fails to diligently and continuously proceed to cure such default;
- (c) Tenant makes an assignment for the benefit of creditors or takes any action towards a general compromise of its debts or a composition with its creditors;
- (d) A receiver, trustee or liquidator of Tenant or its assets is appointed by entry of an order or judgment or decree by a court of competent jurisdiction and the same is not vacated, discharged, or dismissed within thirty (30) days thereafter;
- (e) A petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan or reorganization or arrangement under any chapter of the Bankruptcy Act and same is not discharged or vacated within thirty (30) days thereafter; and
- (f) Tenant is voluntarily or involuntarily dissolved.

Upon the occurrence of an event of default by Tenant, Landlord may, if Landlord elects, immediately terminate this Lease and Tenant's right to possession of the Premises.

11.2 Termination of Lease. In the event Landlord elects to terminate this Lease and Tenant's right to possession, Landlord shall be entitled to recover immediately from Tenant all damages to which Landlord is entitled under law, specifically including, without limitation, all Landlord's expenses of reletting (including reasonable costs of repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions).

11.3 Re-Entry. Upon termination of this Lease, whether by lapse of time or otherwise, Tenant shall surrender and vacate the Premises immediately surrendering all keys therefore and deliver possession thereof to Landlord in a clean, good and tenantable condition, ordinary wear and damage by fire or other casualty excepted. Upon the expiration of this Lease or the termination of this Lease not due to a default by Tenant, Tenant shall be entitled to remove

from the Premises all trade fixtures, furnishings and other personal property paid for by Tenant, provided that Tenant shall repair all damages to the Premises resulting from such removal and shall restore the Premises to a tenantable condition. Upon termination of this Lease due to a default by Tenant, Tenant shall not remove any fixtures, furnishings, equipment or personal property from the Premises. In the event possession is not immediately delivered to Landlord, or if tenant shall fail to remove all Tenant's trade fixtures, furnishings, equipment and personal property which Tenant is permitted to remove under the terms hereof, Tenant hereby grants to landlord full and free license to enter into and upon the Premises with process of law for the purpose of returning to Landlord the Premises as of Landlord's former estate, to expel or remove Tenant and any others who may be occupying the Premises and to remove any and all of Tenant's property therefrom.

11.4 Personal Property. Any and all personal property which may be removed from the Premises by Landlord pursuant to Section 11.3 above or pursuant to law and which Tenant fails to remove by the expiration or earlier termination of this Lease, or of Tenant's right to possession of the Premises, shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord without any cost by setoff, credit or otherwise, and Landlord may, at its option:

- (a) Accept title to such property in which event Tenant shall be conclusively presumed to have conveyed such property to Landlord under this Lease as a bill of sale;
- (b) At Tenant's expense, dispose of such property in a manner that Landlord shall select using reasonable care and prudence; or
- (c) At Tenant's expense, store such property. In no event, however, shall Landlord be responsible for the value, preservation or safekeeping of such property other than a duty to use reasonable care and prudence.

11.5 Attorney's Fees. The Tenant shall pay upon demand by Landlord all of the costs, charges and expenses, including reasonable attorneys' fees, incurred by the Landlord in enforcing the obligation of the Tenant under this Lease. The Landlord shall pay upon demand by Tenant all of the costs, charges and expenses, including reasonable attorneys' fees, incurred by the Tenant in enforcing the obligation of the Landlord under this Lease.

11.6 Landlord's Performance. If Tenant shall default in the performance of any of its obligations under this Lease and such default shall continue after the expiration of any notice or cure period provided in this Lease, Landlord may perform such obligation for the account and expense of Tenant without further notice, and Tenant shall reimburse Landlord therefor upon demand.

11.7 Rights Cumulative. All rights and remedies under this Article XI and elsewhere in this Lease shall be distinct, separate and cumulative and none shall exclude any other right or remedy of either party set forth in this Lease.

11.8 **Interest.** All sums owed by the Tenant to the Landlord hereunder shall be paid within ten (10) days of the date when due, and shall thereafter bear interest at the rate of fifteen percent (15%) per annum.

11.9 **Notice of Claim.** Tenant shall, within ten (10) days, provide Landlord written notice of the taking or foreclosure upon the Tenant's fixtures, equipment, chattels, personal property, improvements, rents, issues or profits pursuant to any execution, process or proceeding by a creditor or judgment creditor of Tenant or pursuant to governmental action.

11.10 **Holdover.** Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part thereof after termination hereof by lapse of time or otherwise two hundred percent (200%) of the amount of the rental for the last period prior to the date of such termination prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention, and shall indemnify and hold harmless Landlord from any loss or liability resulting from such holding over and delay in surrender. If Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease for a period from month to month or for one year, whichever shall be specified in such notice, in either case at two hundred percent (200%) of the rental being paid to Landlord under this Lease immediately prior thereto, but if the Landlord does not so elect, acceptance by Landlord of rent after such termination shall not constitute a renewal. This provision shall not be deemed to waive Landlord's right of reentry or any other right hereunder or at law.

ARTICLE XII CERTIFICATES

Tenant shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of Landlord, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or any other party specified in such request that:

- (a) This Lease is in full force and effect, if such be the case.
- (b) Tenant has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of rent, if such be the case, or if there are any such defenses or offsets, specifying the same.
- (c) Tenant is in possession of the Premises.
- (d) Tenant will not pay rent more than one month in advance to the Lessor.
- (e) If an assignment of rents or leases has been served upon the Tenant by a mortgagee or prospective mortgagee, acknowledging receipt thereof and agreeing to be bound by the provisions thereof.
- (f) Tenant agrees that this Lease shall be subordinate to the lien of a first mortgage and that it shall attorn to such mortgagee provided the Lender agrees that so long as Tenant is not in default hereunder, it will not disturb Tenant's possession of the Premises under this Lease.

(g) Tenant will give to the first mortgagee copies of all notices required or permitted to be given by Tenant to Landlord.

(h) Any other reasonable requirements of Landlord or Mortgagee.

ARTICLE XIII NOTICES

13.1 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 shall have been deemed to have been duly and sufficiently given if either personally delivered or served by registered or certified mail, return receipt requested, in an envelope properly stamped and addressed to Tenant, 114 North Hunter, Thornton, Illinois 60476; to Landlord, Village of Thornton, 115 East Margaret Street, Thornton, Illinois 60476 ATTENTION: Jason Wicha, with a copy to Scott Dillner, Village Attorney, 16231 Wausau Avenue, South Holland, Illinois 60473

13.2 Notices personally delivered shall be deemed served on the date of delivery. All notices mailed shall be deemed served as of the date reflected on the return receipt. Any certified or registered mailing which is returned to the sender marked "refused", "unclaimed," or "addressee unknown", is properly addressed, shall be deemed served as of the date postmarked.

ARTICLE XIV AMENDMENTS

This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

ARTICLE XV BROKERAGE COMMISSIONS

Each party represents to the other that there are no claims for brokerage commissions or finder's fees in connection with the negotiation or execution of this Lease and each party agrees to indemnify and hold harmless the other party from all liabilities for brokerage commission arising out of its own acts.

ARTICLE XVI MISCELLANEOUS

16.1 **Severability.** If any provisions of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

16.2 **Binding Effect.** This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

16.3 **Quiet Enjoyment.** Landlord covenants that so long as Tenant is not in default hereunder, Tenant will have, during the term hereof and any extension thereof, peaceful and quiet possession of the Premises subject to the provisions of this Lease.

16.4 **Headings.** The Article and Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

16.5 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

16.6 **Context.** All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection or clause herein may require as if such terms had been more fully and properly written in such number or gender.

16.7 **Time.** Time is of the essence of this Lease and the performance of all covenants, agreements and conditions hereof.

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

LANDLORD:

TENANT:

VILLAGE OF THORNTON,
An Illinois Municipal Corporation

VILLAGE OF THORNTON HISTORICAL
SOCIETY, An Illinois Not-For-Profit
Corporation

By: Robert Kolosh
Robert Kolosh, Village President

By: Sue A. Hanson

ATTEST:

ATTEST:

Debra L. Pisarzewski
By: Debra L. Pisarzewski, Village Clerk

Janet G. Sanders
By: Janet G. Sanders

EXHIBIT A
THE PREMISES

LOT 3 IN BLOCK 15 IN VILLAGE OF THORNTON, A SUBDIVISION OF THE
NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 (EXCEPT
THE WEST 20 ACRES THEREOF) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PIN: 29-34-119-007-0000

Commonly Known As: 114 North Hunter Street, Thornton, Illinois 60476