

FILED

MAY 22 2023

Don H. King
Sangamon County Clerk

LEASE AGREEMENT 1-1

THIS LEASE AGREEMENT ("Lease") is made as of the date of last execution hereof by and between **THE COUNTY OF SANGAMON**, an Illinois body politic and corporate ("**Landlord**"), and **HELPING HANDS OF SPRINGFIELD, INC.**, an Illinois not-for-profit corporation ("**Tenant**"). Landlord and Tenant are also sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**."

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. The terms defined in this ARTICLE I shall have the following meanings whenever used in this Lease:

"**Additional Rent**" shall mean all monetary obligations, other than Base Rent, of Tenant to Landlord under the terms of this Lease, whether or not specified as Additional Rent herein.

"**Alteration(s)**" shall mean any change, alteration, addition, or improvement to the Premises, the Building, or the Complex following Landlord's completion of the Base Complex Condition.

"**Base Complex Condition**" shall mean the condition of the Complex upon completion of the construction and security camera device installation activities performed by Landlord, as mutually agreed to by Landlord and Tenant prior to the commencement of construction.

"**Base Rent**" shall have the meaning set forth in Section 3.01 hereof.

"**Building**" shall mean the building in which the Premises are located, having a street address of 2201 South Dirksen Parkway, in the City of Springfield, County of Sangamon, State of Illinois, and comprising a part of the Complex.

"**Business Day(s)**" shall mean all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Illinois, the US Federal Government, and/or by any labor unions servicing the Building.

"**Commencement Date**" shall mean the date on which Landlord delivers possession of the Premises to Tenant for its use and occupancy in accordance with Section 2.01 hereof.

"**Common Areas**" shall mean all areas and facilities located outside of the Premises and within the exterior boundary line of the Complex that are provided and designated by Landlord from time to time for the general nonexclusive use of Landlord, Tenant, and other tenants of the Complex, and their respective employees, suppliers, shippers, customers, contractors, and invitees, including, without limitation, parking areas, entrances and exits to parking areas and driveways, loading and unloading areas, trash areas, lighting facilities, fences and gates, roadways, sidewalks, walkways, parkways, driveways, signs, and landscaped areas. The Common Areas may include areas designated for exclusive use by Landlord, Tenant, and other tenants of the Complex as may be established by Landlord in its sole and exclusive discretion, in which case all such designations shall be respected, and enforced, by Tenant and its respective employees, suppliers, shippers, customers, clients, guests, contractors, and invitees.

Notwithstanding anything contained herein to the contrary, Landlord shall not restrict Tenant's use of the Common Areas so as to unreasonably frustrate Tenant's Permitted Use of the Premises other than as may be necessary to separate the Premises from the other Complex uses by sight and sound.

"Complex" shall collectively mean the Premises, the Building, the Land, and the Common Areas, together with all other existing and future buildings and improvements erected on the real property with a street address of 2201 South Dirksen Parkway, in the City of Springfield, County of Sangamon, State of Illinois, assigned PIN: 22-01.0-304-022.

"Environmental Laws" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

"Estimated Commencement Date" shall mean the date following the issuance of all permits for the Landlord to place the Premises into Base Complex Condition, which the Parties estimate to occur on or before October 1, 2023.

"Event(s) of Default" shall have the meaning set forth in Section 16.02 hereof.

"Expiration Date" shall mean the last day of the last month of the tenth (10th) Lease Year, as same may be renewed pursuant to ARTICLE XXIII hereof, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

"Force Majeure Event" means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (d) governmental authority, proclamations, orders, laws, actions, or requests; (e) embargoes or blockades; (f) epidemics, pandemics, COVID-19, or other national or regional emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortages of supplies, adequate power, or transportation facilities; and (i) other similar events beyond the reasonable control of the Parties.

"HVAC" shall mean heating, ventilating, and air-conditioning systems.

"Hazardous Materials" shall mean any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended, including, without limitation, any material or substance which is: (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State Laws; (b) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903) or equivalent State Laws; (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601) or equivalent State Laws; (d) petroleum; (e) asbestos

or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and (i) petroleum products.

"**Interest Rate**" shall mean five percent (5%) *per annum* but, in no event, in excess of the maximum permissible interest rate then in effect in the State.

"**Landlord**" shall mean the entity specified in the first paragraph of this Lease and any successor or assign of such entity.

"**Landlord Parties**" shall have the meaning set forth in Section 13.09 hereof.

"**Landlord Utilities Contribution**" shall have the meaning set forth in Section 8.01 hereof.

"**Law(s)**" shall mean all applicable laws, statutes, and ordinances (including building codes, zoning ordinances, and regulations), rules, orders, directives, and requirements of all federal, State of Illinois, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any governmental, public or quasi-public authority, which may be applicable to the Land, the Complex, the Building, or the Premises, or any part thereof, or to the Tenant's business, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 to 12213), as amended by the Americans with Disabilities Act Amendments of 2008 (Pub. L. No. 110-325), the Occupational Safety and Health Act (29 U.S.C. §§ 651 to 678), as amended from time to time, and any COVID-19 mask mandates.

"**Lease**" shall have the meaning set forth in the first paragraph of this document.

"**Lease Year**" shall mean: (a) for the first Lease Year, the period that commences on the Commencement Date and ends on the day immediately preceding the first anniversary date following the Commencement Date; and (b) for each subsequent Lease Year, each period of twelve calendar months that commences from each anniversary date of the Lease.

"**Party/Parties**" shall have the meaning set forth in the first paragraph of this Lease.

"**Person(s) or person(s)**" shall mean any natural person or persons, a limited liability company, a limited partnership, a partnership, a corporation, and any other form of business or legal association or entity.

"**Personal Property**" shall mean all tangible personal property now or at any time hereafter located on or at the Premises or used in connection with the Premises, including, without limitation, all trade fixtures, machinery, appliances, furniture, equipment, and inventory.

"**Permitted Use**" shall mean the provision of shelter services and associated social services to people experiencing homelessness or houselessness, and office space use in association therewith. The social services provided shall not include medical treatment requiring any type of licensure, permit, or authorization to be performed on the Premises (other than minor medical, first aid, or traveling clinic treatments routinely provided on site by licensed professionals), or drug or alcohol detoxification programs. All services (including social and developmental services) other than routine shelter services and associated social services to people experiencing homelessness or houselessness and office space

use in association therewith shall be approved in writing in advance by Landlord to be considered a Permitted Use hereunder.

"Premises" shall mean approximately 19,600 square feet of rentable space located on the southernmost portion of the Building, as demonstrated in Exhibit A, including all improvements therein or to be provided by Landlord under the terms of this Lease.

"Primary Lease Term" shall mean the initial term of this Lease beginning on the Commencement Date and ending on the Expiration Date.

"Real Estate Taxes" shall mean any form of real estate tax or assessment, general, special, ordinary, or extraordinary imposed upon the Complex, the Building, the Premises, or any portion thereof by any governmental authority having the power to tax, levied against any legal or equitable interest of Landlord in the Complex, the Building, the Premises, or any portion thereof.

"Renewal Option" shall mean have the meaning set forth in Section 23.01 hereof.

"Renewal Lease Term" shall have the meaning set forth in Section 23.01 hereof.

"Rent" shall collectively mean Base Rent and Additional Rent.

"Rent Commencement Date" shall mean the date that is the earlier of (a) Tenant's opening for business or the provision of service to Tenant clients; or (b) the thirtieth (30th) day after the Commencement Date.

"Rent Payment Address" shall mean 200 S. 9th Street, Room 201, Springfield, Illinois 62701, or such other address as Landlord may designate from time to time.

"Rules and Regulations" shall mean the rules and regulations governing the Complex adopted from time to time by Landlord provided that such rules and regulations do not unreasonably frustrate Tenant's Permitted Use of the Premises other than as may be necessary to separate the Premises from the other Complex uses by sight and sound.

"State" shall mean the State of Illinois.

"Substantially Destroyed" shall have the meaning set forth in Section 14.02 hereof.

"Tenant" shall mean the entity identified in the first paragraph of this document, including any successor to the original Tenant pursuant to a Transfer in accordance with ARTICLE XII.

"Tenant Improvements" shall mean Alterations to the Premises performed by or on behalf of Tenant.

"Tenant Parties" shall mean Tenant's officers, agents, employees, partners, successors, and assigns.

"Term" shall mean the Primary Lease Term and the Renewal Lease Term (provided Tenant is entitled to and properly exercises the Renewal Option).

"Transfer" shall have the meaning set forth in Section 12.01 hereof.

ARTICLE II PREMISES

Section II.1 Lease of Premises for Lease Term. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Primary Lease Term (as such Primary Lease Term may be extended pursuant hereto), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law. Landlord shall deliver the Premises to Tenant on the Commencement Date in the Base Complex Condition. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute a Commencement Date Agreement in the form attached hereto as Exhibit B acknowledging the Rent Commencement Date and the Expiration Date for the Primary Lease Term.

Section II.2 Acceptance of Premises. Tenant hereby acknowledges that except as expressly set forth in this Lease and subject to Landlord placing the Premises into the Base Complex Condition but for outstanding punch list items: (a) Tenant will have had the opportunity to inspect the Premises and shall accept the Premises in its "AS IS, WHERE IS" condition; (b) the Premises are acceptable for Tenant's intended Permitted Use; (c) neither Landlord nor any of Landlord's agents has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease; and (d) TENANT EXPRESSLY WAIVES ANY WARRANTY OF CONDITION OR OF HABITABILITY OR SUITABILITY FOR OCCUPANCY, USE, HABITATION, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, EXPRESS OR IMPLIED, RELATING TO THE PREMISES. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Commencement Date.

Section II.3 Common Areas. All Common Areas designated by Landlord for the general use in common by all tenants in the Complex, or restricted for use by specified parties, shall be at all times subject to the exclusive control and management of Landlord. Landlord hereby grants to Tenant the nonexclusive right to use, in common with others entitled to such use, the Common Areas designated for use by all tenants and occupants of the Complex as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any Rules and Regulations.

Section II.4 Lease Contingency. This Lease is contingent upon the closing of the transaction contemplated by that certain Contract for Sale of Real Estate executed simultaneously herewith by and between Landlord and Tenant relating to 115 North 11th St. and 1023 East Washington Street, Springfield, IL 62703 ("Contract for Sale").

ARTICLE III PAYMENT OF BASE RENT AND ADDITIONAL RENT

Section III.1 Base Rent. Tenant covenants and agrees to pay base rent ("Base Rent") to Landlord throughout the Primary Lease Term in the amount of ONE DOLLAR AND NO/100 CENTS (\$1.00) annually, payable in a single installment on the Rent Commencement Date and each anniversary of the Commencement Date. Tenant agrees that if, during the Term, Base Rent can be paid in an amount more closely tied to applicable market rates via grant, other awarded funds, or state or federal grants or

awards that will not, in any way, reduce funds available for Tenant client services, Tenant and Landlord shall amend the amount of Base Rent payable pursuant to this Lease.

Section III.2 Base Rent and Additional Rent Payments.

(a) Provided no Event of Default has occurred and is continuing, Tenant shall not be required to pay Base Rent and Additional Rent for the period commencing on the Commencement Date and ending on the day immediately preceding the Rent Commencement Date.

(b) Tenant shall pay to Landlord all Additional Rent that is payable to Landlord pursuant to the terms and conditions of this Lease within thirty (30) days after written demand therefor from Landlord, unless a different time period is specified in this Lease.

(c) All Rent shall be paid to Landlord at Landlord's Rent Payment Address or as otherwise directed by Landlord from time to time.

(d) No security deposit shall be required to be paid by Tenant to Landlord pursuant to this Lease.

Section III.3 Late Payment. If any payment of Rent or any other charge or expense payable under this Lease is not received by Landlord within five (5) days after its due date, such payment shall be subject to a late payment fee of eighteen percent (18%) of the unpaid amount, or such lesser amount as may be the maximum amount permitted by Law. If any payment of Rent or any other charge or expense payable under this Lease is not received by Landlord within ten (10) days of the applicable due date, Tenant shall pay to Landlord, as Additional Rent, in addition to the late charge described above, interest on the overdue amount to Landlord at the Interest Rate. Such overdue payment shall bear interest from the applicable due date, without regard to any grace period, until the date such payment is received by Landlord. Such payment shall be in addition to, and not in lieu of, any other remedy Landlord may have.

**ARTICLE IV
TAXES**

Section IV.1 Real Estate Taxes. The Parties anticipate that the Premises will be exempt from all Real Estate Taxes. Should the Premises not be exempt from Real Estate Taxes for any reason whatsoever, the Parties shall enter into good faith negotiations to allocate the payment obligations of Real Estate Taxes attributable to the Premises, and if the Parties are unable to agree as to such an allocation, Tenant shall be responsible for paying to Landlord all Real Estate Taxes attributable to the Premises. Landlord or Tenant may, but is not obligated to contest the amount or validity, in whole or in part, of any Real Estate Taxes, and the Parties agree to reasonably cooperate with the other in any such contest. Tenant shall be credited with its equitable share of any refund of Real Estate Taxes, using Tenant's Percentage, to the extent of the Real Estate Taxes actually paid by Tenant and, if applicable, such refund shall be made to Tenant after the Term of this Lease.

ARTICLE V

USE

Section V.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use and shall not use the Premises for any other purposes. Tenant shall obtain and pay for all permits, including a certificate of occupancy, required for Tenant's occupancy of the Premises and shall promptly take and pay for all substantial and non-substantial actions necessary to comply with all Laws regulating the use by Tenant of the Premises for the Permitted Use. Tenant shall use commercially reasonable efforts to obtain, and shall diligently pursue immediately upon execution of this Lease, any approvals or licenses from any governmental entity necessary for the Permitted Use in accordance with all Laws. Tenant acknowledges and agrees that the specific Permitted Use and purpose of the Premises set forth herein are a critical element of the bargain of the Parties hereto and that actual and substantial detriment will result to Landlord in the event a change and/or deviation in such use and purpose shall occur or be permitted without the express written consent of Landlord, as may be provided in Landlord's sole and exclusive discretion.

Section V.2 Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything in or on the Premises that is not within the Permitted Use of the Premises or which will in any way increase the existing rate on or affect any fire or other insurance upon the Complex or any of its contents, or cause a cancellation of any insurance policy or policies covering the Complex or any part thereof or any of its contents. Tenant shall not use the Premises for anything that may be dangerous to life or limb. Tenant shall not in any manner deface or injure the Building or the Complex or any part thereof. Tenant shall not use or permit the Premises to be used in violation of any Law. Tenant shall not do anything or permit anything to be done upon the Premises in any way that creates a nuisance or unreasonably disturbs any other tenant in the Building, the Complex, and/or the occupants of neighboring property. Tenant shall refrain from and shall disallow any activity that injures or may reasonably cause injury to the reputation of the Complex.

Section V.3 Sex Offenders. Tenant shall rigorously screen all shelter and service recipient clients for registration on applicable sex offender registries and prohibit registered sex offenders from being on or around any portion of the Complex, including, but not limited to, the Premises and all Common Areas.

Section V.4 Signs. Tenant shall not place any exterior signs on the Premises without Landlord's prior written consent. All signage installed by Tenant shall be at Tenant's sole cost and expense, with all work performed by a sign contractor approved by Landlord. All signage installed by Tenant shall conform to applicable Law.

Section V.5 Landlord's Access. Landlord or its agents may enter the Premises at any time for any purpose Landlord deems necessary. Landlord shall at all times have and retain a key with which to unlock all the standard entrances and exit doors in, upon, and about the Premises, excluding Tenant's vaults, safes, and files.

Section V.6 Building Security. Notwithstanding the foregoing, Landlord is not responsible for the security of persons or property on or about the Premises, the Building, and/or the Complex. Landlord is not and shall not be liable in any way whatsoever for any criminal activity or any breach of security on or about the Premises, the Building, and/or the Complex. Tenant shall be responsible for obtaining and maintaining all security with respect to the interior of the Premises, whether by the use of

devices, security guard personnel, or otherwise. Tenant acknowledges and agrees that Landlord shall have no liability to Tenant and/or any Tenant Parties for the implementation or exercise of, or for the failure to implement or exercise, any security measures with respect to the interior of the Premises, the Building, or the Complex. Notwithstanding the foregoing, security camera devices shall be installed by Landlord, at Landlord's expense, for Tenant's use as part of the Base Complex Condition, and Landlord shall be responsible for all routine maintenance, repair, and replacement of such devices; however, Tenant shall be responsible for all maintenance, repair, and replacement of such devices arising from the negligent or intentional actions or inactions of Tenant or its employees, agents, invitees, customers, clients, and contractors.

Section V.7 Continuous Operations. Tenant covenants and agrees to operate its business on the Premises diligently and continuously throughout the Term of this Lease unless prevented from doing so as a result of the early termination of this Lease, as provided herein, and/or events of Force Majeure and except for a commercially reasonable period not to exceed fourteen (14) consecutive days in any calendar year.

ARTICLE VI HAZARDOUS MATERIALS

Section VI.1 Tenant Operations. Tenant shall not cause, suffer, or permit any Hazardous Materials in, on, or under the Premises. Should a release of any Hazardous Material occur at the Premises, the Building, and/or the Complex as a result of the acts or omissions of Tenant, or its employees, agents, suppliers, shippers, customers, contractors, or invitees, Tenant shall immediately contain, remove from the Premises, the Building, or the Complex, and/or properly dispose of such Hazardous Materials and any material contaminated by such release, and remedy and mitigate all threats to human health or the environment relating to such release, all in accordance with Environmental Laws.

Section VI.2 Environmental Indemnification. Tenant hereby agrees to indemnify, defend, save, and keep Landlord, and Landlord's officers, officials, principals, shareholders, partners, employees, successors, and assigns, harmless from and against any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions, and expenses, including, without limitation, engineers' and professional fees, soil tests, and chemical analysis, court costs, legal fees, and expenses through all trial, appellate, and administrative levels, imposed on, incurred by, or asserted against Landlord, in any way relating to, arising out of, or in connection with the use, handling, storage, transportation, or disposal of Hazardous Materials by Tenant or its agents, employees, representatives, tenants, or contractors in, on, under, or about the Premises, the Building, and/or the Complex. The foregoing indemnification shall survive any assignment or termination of this Lease.

ARTICLE VII PARKING

Landlord agrees to provide Tenant at no additional cost or expense to Tenant with reasonably sufficient designated parking spaces, including, without limitation, handicapped parking spaces, for Tenant's employees, agents, invitees, customers, clients, and contractors.

ARTICLE VIII

SERVICES AND UTILITIES

Section VIII.1 Payment by Tenant for Utility Services. Landlord shall pay, directly to the appropriate supplier, the cost of all natural gas, electric, sanitary/sewer service, and water services supplied to the Complex each Lease Year up to the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO/10 CENTS (\$150,000.00) ("Landlord Utilities Contribution"). Tenant shall pay to Landlord monthly, along with Rent or other amounts due hereunder, one-twelfth (1/12) of the total annual amount Landlord estimates that the cost of utilities will exceed the Landlord Utilities Contribution. In the event there is a deficiency between Tenant's advanced estimated payment and the actual amount expended by Landlord during a Lease Year as determined upon completion of the applicable annual reconciliation, Tenant shall pay to Landlord such deficiency within thirty (30) days receipt of notice from Landlord. In the event Tenant has paid an amount in excess of the appropriate amount during said previous year, Landlord shall refund to Tenant any such overpayment within thirty (30) days of the end of the applicable annual reconciliation. Landlord shall provide Tenant with a copy of its reconciliation showing Tenant's advanced estimated payments for the Lease Year and actual cost of the utility services for the Lease Year (on a utility by utility basis) in conjunction with the notice required by Landlord under this Section 8.01.

Section VIII.2 Interruption of Utility Services. If any of the Section 8.01 utility services are interrupted, Landlord shall use reasonable diligence to restore such services promptly, but (except as otherwise provided in this Lease), Tenant shall have no claim for rebate of Rent, damages (including, without limitation, damages for business interruption) or eviction on account thereof.

ARTICLE IX MAINTENANCE, REPAIRS, AND ALTERATIONS

Section IX.1 Maintenance by Tenant. Tenant shall at all times during the Term keep the Premises (including maintenance of exterior entrances and all glass and window moldings) and all partitions, doors, doorjambs, door closures, door hardware, moldings, finishings, fixtures, equipment, and appurtenances thereof (including minor electrical, lighting, and plumbing repairs) in good order, condition, and repair, including replacements as authorized by Landlord (and reasonable periodic interior painting as necessary to keep the Premises in a reasonable state of repair). Tenant shall be responsible for all costs and expenses, payable as Additional Rent, incurred by Landlord for maintenance, repair, or replacement of any portion of the roof, Building, or Complex resulting from Tenant's negligent or willful acts or omissions or anyone acting by or through or claiming under Tenant (excluding reasonable wear and tear), and for any costs and expenses incurred by Landlord for the failure of Tenant to perform or observe the covenants or conditions contained in this Lease or resulting from Alterations, additions, or improvements to the Premises made by Tenant or anyone claiming under or acting by or through Tenant. If Tenant fails to maintain or repair the Premises as required hereunder to the reasonable satisfaction of Landlord, then within five (5) days after written demand from Landlord, Landlord shall have the option, but not the obligation, to make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's inventory, fixtures, or property, or to Tenant's business thereon, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill therefor, as Additional Rent.

Section IX.2 Maintenance by Landlord. Landlord shall be responsible for all costs and expenses arising from maintenance, repair, or replacement of the Common Areas, the roof and the roof

membrane of the Building, the HVAC systems serving the Building, the exterior walls, and the structural portions of the Complex, subject to the obligations of Tenant under the provisions of this Lease. Landlord shall maintain and repair plumbing, utility, and/or sewer lines and mains which service the Building and perform all significant repairs to electrical, lighting, and plumbing systems in the Building. Landlord shall provide the following maintenance services for the Complex: (a) snow and ice removal from sidewalks and parking areas of the Common Areas; (b) grass cutting and general landscaping maintenance of the Common Areas; (c) routine extermination services to address pests and rodents for the Complex; (d) service and maintenance of fire extinguishers for the Complex; (e) service and maintenance of HVAC systems Building; and (f) lighting for the Common Areas.

Section IX.3 Alterations,.

(a) Tenant shall not make any Alterations to the Premises without Landlord's prior written consent, which consent shall specify whether the specific Alterations must be removed by Tenant upon the expiration or earlier termination of the Lease and shall not be unreasonably withheld, conditioned, or delayed. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Alterations shall be accomplished in a good and workmanlike manner, in conformity with all applicable Laws, and by a contractor (licensed as necessary by the State or municipality) and who is registered, bonded, insured, and approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Tenant agrees that Tenant shall pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and shall indemnify Landlord against all expenses, costs, and charges, including bond premiums for the release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after the same has been made or filed. It is understood and agreed between the Parties that the expenses, costs, and charges above referred to shall be considered as Additional Rent immediately due and shall be included in any lien for Rent.

(b) All Alterations placed on or made to the Premises by Tenant, excluding Personal Property, furniture, trade fixtures, and other movable property not attached to the Building, shall at once become the property of Landlord and upon termination of this Lease shall be surrendered to Landlord or, at Landlord's option, shall be removed at Tenant's expense. All furniture, Personal Property, trade fixtures, shelves, bins, equipment, and machinery installed by Tenant shall be removed by Tenant prior to the expiration or termination of this Lease, and all damage to the Premises or the Building caused by the installation or removal of such items shall be repaired at Tenant's expense prior to the expiration or termination of this Lease.

ARTICLE X COVENANT AGAINST LIENS

Nothing contained in this Lease shall authorize or empower Tenant to do any act which shall in any way encumber Landlord's title to the Complex nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether claimed by operation of Law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Complex arising from any act or omission of Tenant shall attach only against Tenant's interest and shall in all respects be subordinate to Landlord's

title to the Complex. If Tenant has not removed or bonded over any such lien or encumbrance within thirty (30) days after such lien arises, Landlord may, but shall not be obligated to, pay the amount necessary to remove such lien or encumbrance without being responsible for making any investigation as to the validity or accuracy thereof, and the amount so paid, together with all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection therewith, shall be deemed Additional Rent reserved under this Lease and due and payable within thirty (30) days after Tenant's receipt of notice of such payment by Landlord and supporting documentation.

ARTICLE XI RULES AND REGULATIONS

Tenant agrees that in its use of the Complex, Tenant and its employees, invitees, customers, and contractors shall comply with the Rules and Regulations. Landlord reserves the right from time to time to amend or supplement the Rules and Regulations and to adopt and promulgate additional Rules and Regulations and amendments and supplements thereto, copies of which shall be given to Tenant. Tenant agrees to promptly comply with all such Rules and Regulations upon notice to Tenant from Landlord.

ARTICLE XII ASSIGNMENT AND SUBLEASING

Section XII.1 Landlord's Consent Required. Tenant shall not, directly or indirectly, voluntarily or by operation of Law, sell, assign, encumber, mortgage, pledge, or otherwise transfer or hypothecate all of any part of the Premises, or Tenant's leasehold estate hereunder, or sublet all or any portion of the Premises or permit the Premises to be occupied by anyone other than Tenant (each such act herein referred to as a "Transfer"), without Landlord's prior written consent in each instance, which consent shall be granted or denied in Landlord's sole and exclusive discretion. Any attempted Transfer without Landlord's prior written consent shall be void and shall constitute an Event of Default under this Lease.

Section XII.2 No Release of Tenant. No Transfer occurring pursuant to this Lease shall release Tenant or change Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. If Tenant Transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, between the rent (or other consideration) paid in connection with such Transfer and the Rent payable by Tenant hereunder.

ARTICLE XIII INSURANCE AND INDEMNIFICATION

Section XIII.1 Liability Insurance. Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the Term of this Lease a policy of combined single limit, bodily injury and property damage insurance insuring Landlord (as an additional insured) and Tenant against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be provided through a combined single limit policy in an amount not less than Two Million 00/100 Dollars (\$2,000,000.00) in respect of any one accident and Five Million 00/100 Dollars (\$5,000,000.00) per occurrence. The policy shall insure performance by Tenant of the indemnity provision of this Article XIII. The limits of said insurance shall not, however,

limit the liability of Tenant hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. In addition, Tenant shall maintain workers' compensation, automotive, and other insurance as is required by Law.

Section XIII.2 Property Insurance.

(a) Landlord shall obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Complex, against perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood, and special extended perils, as may be determined by Landlord in its sole and exclusive discretion. Said insurance shall provide for a payment of loss thereunder to Landlord.

(b) Tenant shall pay for any increase in the premiums of property insurance obtained by Landlord if said increase is caused by Tenant's acts, omissions, use, or occupancy of the Premises.

(c) Tenant shall obtain and maintain insurance coverage for full replacement cost on all of Tenant's Personal Property, trade fixtures, and Tenant Improvements in, on, or about the Premises. Landlord shall not insure Tenant's Improvements or any of its trade fixtures or equipment.

Section XIII.3 Special Form Coverage. Tenant, at its sole cost and expense, shall purchase and keep in full force and effect, form coverage insurance, with respect to those portions of the Premises which Tenant is required to maintain and repair pursuant to this Lease, which include all Tenant Improvements and with respect to all of Tenant's furnishings, fixtures, and Personal Property in the Premises.

Section XIII.4 Builder's Risk. To the extent Tenant performs any Alterations in accordance with this Lease, Tenant, at its sole cost and expense, shall purchase and keep in full force and effect builder's risk insurance for the full replacement cost of the Building and in a form acceptable to Landlord.

Section XIII.5 Other Insurance. Tenant, at its sole cost and expense, shall purchase and keep in full force and effect any other insurance as may be required by Landlord in its reasonable discretion.

Section XIII.6 Insurance Policies. Tenant insurance required hereunder shall be issued by companies authorized to do business in the State and holding a "General Policyholders Rating" of not less than "A," or such other rating as may be required by a lender having a lien on the Complex, as set forth in the most current issue of "Best Insurance Guide" or any successor thereto (or if there be none, an organization having a national reputation). No policy carried by Tenant shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to Landlord. Not less than ten (10) days prior to the expiration of such policies, Tenant shall furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord. If Tenant does or permits to be done anything which shall increase the cost of the insurance policies referred to in this Article, Tenant shall immediately upon Landlord's demand reimburse Landlord for any additional premiums attributable to any act or omission or operation of Tenant causing such increase in the cost of

insurance. Executed copies of policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days after the Commencement Date. All insurance obtained by Tenant shall be primary. Except as otherwise approved in writing by Landlord, all insurance obtained by Tenant shall name Landlord as an additional insured.

Section XIII.7 Waiver of Subrogation. Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under this Article, which perils occur in, on, or about the Premises, whether due to the negligence of Landlord, any Landlord Parties, Tenant, or any Tenant Parties, or Tenant's invitees. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Section XIII.8 Indemnity. Tenant shall indemnify and hold harmless Landlord and Landlord's officers, agents, employees, partners, successors, and assigns (collectively, the "**Landlord Parties**") from and against any and all claims arising from Tenant's use of the Premises, or from the conduct or results of Tenant's use of the Premises or from any activity, work, or things done, permitted, or suffered by Tenant in, on, or about the Premises or elsewhere, and shall further indemnify and hold harmless Landlord and all Landlord Parties from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damages to property or injury to Persons, in, on, or about the Complex arising from any cause or impacting any Person, guest, invitee, client, visitor, service recipient, or other Person entering upon the Complex for the purpose of interacting in any way with Tenant or its employees, guests, invitees, clients, visitors, or service recipient; and Tenant hereby waives all claims in respect thereof against any Landlord Parties.

ARTICLE XIV DAMAGE AND DESTRUCTION

Section XIV.1 Partial Damage to Premises. Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Premises. If the Premises are only partially damaged and if the proceeds received by Landlord from applicable insurance policies are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as is reasonably possible. Landlord shall not be required to make repairs or replacements of any damage to Tenant's Improvements or to any other fixtures, equipment, Personal Property, or Tenant Improvements. If applicable insurance proceeds are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by applicable insurance policies Landlord may elect either to: (a) repair the damage as soon as is reasonably possible, in which case this Lease shall remain in full force and effect; or (b) terminate this Lease effective as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate the Lease. If the damage was due to an act or omission of Tenant, the difference between the actual cost of repair and any insurance proceeds received by

Landlord shall be paid by Tenant, including the deductible amount (if any) under the applicable insurance policies. If the damage to the Premises occurs during the last six (6) months of the Primary Lease Term or any Renewal Lease Term, Landlord or Tenant may elect to terminate this Lease effective as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. In the event of such election, Landlord shall not be obligated to repair or restore the Premises and Tenant shall have no right to continue this Lease. A Party shall notify the other Party of its election within thirty (30) days after receipt of notice of the occurrence of the damage.

Section XIV.2 Totally or Substantially Destroyed. If the Premises are totally or Substantially Destroyed by any cause whatsoever, this Lease shall terminate as of the date the destruction occurred regardless of whether Landlord receives any insurance proceeds. The term "**Substantially Destroyed**" shall mean a seventy five percent (75%) destruction of the Premises. Notwithstanding the foregoing, and regardless of whether or not insurance proceeds are available, if the Premises can be rebuilt within one hundred and eighty (180) days after the date of destruction, Landlord may elect to rebuild the Premises at Landlord's own expense, in which case, this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after the occurrence of the total destruction or if the Premises are Substantially Destroyed. If the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

ARTICLE XV EMINENT DOMAIN

Section XV.1 Taking. Should the Complex be taken, appropriated, or condemned for public purposes, or voluntarily transferred in lieu of condemnation, in whole or in such substantial part as to render the Complex unsuitable for Landlord's purposes or the Premises unsuitable for Tenant's purposes, the Term shall, at the option of Landlord in the first instance and at the option of Tenant in the second instance, terminate when Tenant's right to possession is terminated. If neither party exercises their respective option to terminate within thirty (30) days after the date of such taking, or if the portion of the Complex that is taken, appropriated, condemned, or voluntarily transferred in lieu of condemnation does not render the Complex unsuitable for Landlord's purposes or the Premises unsuitable for Tenant's purposes, then this Lease shall terminate only as to the part taken or conveyed on the date Tenant shall yield possession. All compensation awarded for such taking of the fee and leasehold shall belong to and be the property of Landlord without any deduction therefrom for any present or future estate of Tenant and Tenant hereby assigns to Landlord all its right, title, and interest to any such award.

ARTICLE XVI DEFAULTS AND REMEDIES

Section XVI.1 Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all Tenant's covenants and conditions.

Section XVI.2 Events of Default. Tenant shall be in material default under this Lease if any one or more of the following events (herein sometimes referred to individually as an "Event of Default" and collectively as "Events of Default") shall occur and shall not be timely remedied as herein provided:

(a) If Tenant fails to make any payment of Rent due under this Lease or any part thereof.

(b) If Tenant fails to make any payment of any sum or charge payable under this Lease when and as the same shall become due and payable and such default continues for a period of ten (10) days after receipt by Tenant of notice from Landlord specifying the default.

(c) If Tenant fails to observe or perform any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, including abiding by the Rules and Regulations, and such default continues for a period of ten (10) Business Days after written notice thereof from Landlord to Tenant, provided, however, that with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said ten (10) Business Day period, Tenant shall have a reasonable period of time to cure such default, provided Tenant commences to cure within said ten (10) days and actually pursues the cure of the default to completion with reasonable diligence.

(d) If Tenant files a petition in bankruptcy, is adjudicated as bankrupt, or files any petition or answer seeking any reorganization, rearrangement, recomposition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties or of the Premises shall be appointed in any action, suit, or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within ninety (90) days after such filing or appointment.

(e) If Tenant vacates, abandons, or fails to use the Premises for the Permitted Use for a period in excess of fourteen (14) consecutive days.

Section XVI.3 Remedies. In the event of any Event of Default, Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of 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, and every power and remedy given by the Lease to Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

(a) Landlord may: (i) terminate this Lease with notice, and Tenant shall then surrender the Premises to Landlord; or (ii) enter and take possession of the Premises, in accordance with any applicable laws governing such repossession, and remove Tenant, with or without having terminated this Lease. If necessary, Landlord may proceed to recover possession of the Premises under applicable Laws, or by such other legal proceedings, including re-entry and possession. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing and signed by both Parties.

(b) If Landlord terminates this Lease or terminates Tenant's right to possess the Premises because of an Event of Default, Landlord may hold Tenant liable for: (i) Rent and other

indebtedness that otherwise would have been payable by Tenant to Landlord prior to the expiration of the Term, less any amount that Landlord receives from reletting the Premises after all of Landlord's costs and expenses incurred in such reletting have been subtracted; (ii) any amounts Landlord incurs in reletting the Premises during the remainder of the Term; and (iii) other necessary and reasonable expenses (including without limitation reasonable attorneys' fees) incurred by Landlord in enforcing its remedies. If, before presentation of proof of such liquidated damages to any court, commission, or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed prima facie evidence that such rental amount is the fair and reasonable rental value for the part or the whole of the Premises relet during the term of the reletting.

(c) Tenant hereby covenants and agrees, as consideration for the granting by Landlord of this Lease that, in the event of the termination of this Lease by summary proceedings, or in the event of the entry of a judgment for the recovery of the possession of the Premises in any action of ejectment, or if Landlord enters by process of Law or otherwise, any right of redemption provided or permitted by any statute, Law, or decision now or hereafter in force, and the right to any second and further trial provided or permitted by any statute, Law, or decision now or hereafter in force shall be and hereby is expressly waived by Tenant. Further, Tenant, on its own behalf and for its legal representatives, successors, and assigns, and on behalf of all persons or corporations claiming through or under this Lease, together with creditors of all classes, and all other persons having an interest therein, does hereby waive, surrender, and give up all right or privilege which it may or might have by reason of any present or future Law or decision, to redeem the Premises or have a continuance of this Lease for any part of the term hereof after having been dispossessed or ejected therefrom by process of Law or otherwise.

(d) Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at Law or in equity, including those available as a result of any anticipatory breach of this Lease. Landlord's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies, or obligations. Landlord shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Landlord. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue other remedies.

ARTICLE XVII PROTECTION OF LENDERS

Section XVII.1 Subordination. This Lease and Tenant's rights hereunder are and shall be subordinate and inferior to any ground lease or mortgage encumbering all or any portion of the Building or the Complex, any advances made on the security thereof and any renewals, modifications, consolidations, replacements, or extensions thereof, whenever made or recorded. If any ground lessor, or

mortgagee elects to have this Lease rank prior to the lien of its ground lease or mortgage, this Lease shall be deemed prior to such ground lease or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, or mortgage on the date of recording thereof. The provisions of this Section shall be self-operative and no further instrument shall be required to cause the provisions of this Section to be effective.

Section XVII.2 Attornment. If Landlord's interest in the Complex is acquired by any ground lessor, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Complex and shall recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of Law which gives or purports to give Tenant any right to terminate the Lease or surrender possession of the Premises upon the transfer of Landlord's interest. Provided (i) Tenant complies with this Lease; (ii) Tenant is not in default under the terms of the Lease; (iii) no event has occurred which, with the passage of time or giving of notice or both, would constitute a default under the Lease by Tenant; and (iv) the Lease is in full force and effect, such transferee of or successor to Landlord's interest in the Complex shall not disturb Tenant's possession under the Lease and the Lease will not be affected or cut off thereby.

Section XVII.3 Signing of Documents. Tenant shall sign and deliver any instrument or documents reasonably necessary or reasonably appropriate to evidence any such attornment or subordination or agreement to do so. Such subordination and attornment documents may contain such provisions as are customarily required by any ground lessor or mortgagee under a ground lease or a mortgage. If Tenant fails to do so within fourteen (14) days after written request, Tenant shall be in default under this Lease and further hereby makes, constitutes, and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section XVII.4 Estoppel Certificates. Upon Landlord's written request, Tenant shall execute, acknowledge, and deliver to Landlord a written statement certifying such matters as may be reasonably required by Landlord or the holder of a mortgage or lien to which the Premises is or becomes subject. Tenant shall deliver such statement to Landlord within fourteen (14) days after Landlord's request. Unless Landlord has received a written statement to the contrary within such fourteen (14)-day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (A) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (B) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (C) unless provided otherwise, that not more than one month's Base Rent, Additional Rent, or other charges have been paid in advance; and (D) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section XVII.5 Tenant's Financial Condition. Tenant shall deliver to Landlord, from time to time upon request of Landlord, but not more often than one (1) time per year, such financial statements as are reasonably required by Landlord to verify the net worth of Tenant or any assignee, Subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord, from time to time upon request of Landlord, any financial statements required by such lender to facilitate the financing or refinancing of the Premises. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate representation of Tenant's financial condition as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein.

**ARTICLE XVIII
WAIVER OF CLAIMS**

Tenant agrees that, to the extent not expressly prohibited by Law, Landlord, its lenders, and the Landlord Parties shall not be liable for (nor shall Rent abate as a result of) any direct or consequential damage (including damage claimed for actual or constructive eviction) either to person or property sustained by Tenant, any Tenant Parties, any Subtenants, contractors, service providers, invitees, or guests of Tenant due to the Complex, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident in or about the Complex, or due to any act or neglect of any tenant or occupant of the Complex or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, electricity, sewer gas, or odors or by the bursting, leaking, or dripping of pipes, faucets, and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all of Tenant's Improvements, trade fixtures, equipment, and all other Personal Property in the Complex shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Notwithstanding the foregoing, Landlord shall not hereby be exculpated from any liability arising from Landlord's, or Landlord Parties', gross negligence or intentional misconduct.

**ARTICLE XIX
NOTICES**

Unless specifically stated otherwise in this Lease, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses of Landlord and Tenant by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier; or (c) electronic transmission by email with delivery receipt provided that the transmission is completed no later than 3:00 p.m. Central Time on a Business Day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is delivered. Any Party shall change its address for purposes of this Lease by giving written notice as provided in this Article XIX and notices shall only be valid if served in the manner provided. All notices and demands delivered by a party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. For purposes hereof, the Parties addresses are as follows:

To Landlord:	Sangamon County Administrator 200 S. 9 th Street, Room 201 Springfield, IL 62701	Copy to:	Sangamon County State's Attorney 200 S. 9 th Street, Room 402 Springfield, IL 62701
To Tenant:	Helping Hands of Springfield, Inc. Attn: Executive Director 2201 South Dirksen Parkway Springfield, IL 62703 E-Mail: laura @helpinghandsofspringfield.org	Copy to:	Giffin, Winning, Cohen & Bodewes, P.C. ATTN: Creighton Castle 900 Community Drive Springfield, Illinois 62703 Email: CrCastle@gwcblaw.com

ARTICLE XX

QUIET ENJOYMENT; EARLY TERMINATION

Landlord agrees that Tenant shall, upon paying the Rent and other payments herein reserved and upon keeping, observing, and performing all of the other terms, covenants, conditions, provisions, and agreements contained in this Lease on the part of Tenant to be kept, observed, and performed during the Term, so long as no Event of Default exists that would permit Landlord to terminate this Lease, peaceably and quietly have, hold, and enjoy the Premises and Common Areas subject to the terms, covenants, conditions, provisions, and agreements hereof, free from hindrance by Landlord or any other person claiming by, through, or under Landlord. Notwithstanding any provision of this Lease to the contrary, this Lease may be terminated should Landlord or Tenant terminate the Relocation Agreement by and amongst the Parties and executed contemporaneously herewith due to any one of the contingencies contained in said Relocation Agreement and, upon such termination, neither Party shall have any liability to the other Party other than any liability which accrued prior to the termination of the Relocation Agreement, but not accruing as a consequence of the Relocation Agreement's termination..

ARTICLE XXI END OF TERM

Section XXI.1 Surrender of the Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises vacant, broom clean, and in good order and condition, ordinary wear and tear and damage by casualty or condemnation excepted, failing which Landlord may restore the Premises as a result of any Tenant Improvements and damage to the Complex as a result of Tenant's damage to the same, reasonably wear and tear excepted, and Tenant shall pay the cost thereof upon demand as Additional Rent. All of Tenant's Personal Property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery not removed from the Premises when Tenant leaves the Premises upon the expiration or other termination of this Lease shall thereupon be conclusively presumed to have been abandoned by Tenant and immediately become Landlord's property; provided, however, that Landlord may require Tenant to remove such Personal Property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery or may have such property removed at Tenant's expense. Prior to Tenant's vacating the Premises, Tenant shall pay to Landlord an amount reasonably estimated by Landlord as necessary for the work which may be required under this Section 21.01. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

Section XXI.2 Holding Over. Any holding over by Tenant after the expiration or termination of this Lease, by lapse of time or otherwise, shall not operate to extend or renew this Lease except by the express mutual written agreement between Landlord and Tenant, and in the absence of such agreement, Tenant shall be deemed a tenant at sufferance and shall pay to Landlord holdover rent in an amount equal to two (2) times the monthly installment of Base Rent paid in the month immediately preceding the expiration or termination of this Lease.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section XXII.1 Governing Law; Venue. The Laws of the State shall govern the validity, performance, and enforcement of this Lease. Tenant consents to personal jurisdiction and venue in the

state and judicial district in which the Complex is located. The courts of the state where the Complex is located shall have exclusive jurisdiction, and Tenant hereby agrees to such exclusive jurisdiction.

Section XXII.2 Entire Agreement; Waivers. This Lease, the Contract for Sale, and the Relocation Agreement by and amongst the Parties executed contemporaneously herewith, forms the entire agreement between Landlord and Tenant, and no provision hereof shall be altered, waived, amended, or extended, except in a writing signed by both parties. Tenant affirms that, except as expressly set forth herein, neither Landlord nor any of its agents has made, nor has Tenant relied upon, any representation, warranty, or promise with respect to the Premises or any part thereof. Landlord shall not be considered to have waived any of the rights, covenants, or conditions of this Lease unless evidenced by its written waiver, and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of Rent shall not be construed to be a waiver of any breach or condition of this Lease.

Section XXII.3 Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, respectively, and their respective successors, assigns, heirs, executors, and administrators. Tenant agrees to become the tenant of Landlord's successor in interest under the same terms and conditions of its tenancy hereunder.

Section XXII.4 Partial Invalidity. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby and there shall be added as part of this Lease a replacement clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

Section XXII.5 Relationship of the Parties. Landlord and Tenant agree that the relationship between them is that of landlord and tenant and that Landlord is leasing space to Tenant. It is not the intention of the parties, nor shall anything herein be constructed to constitute, Landlord as a partner or joint venturer with Tenant or as a "warehouseman" or a "bailee."

Section XXII.6 Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

Section XXII.7 Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof.

Section XXII.8 Independent Covenants. Tenant's covenants to pay Rent and other sums due hereunder, are independent of Landlord's covenants hereunder and Tenant shall have no right to withhold any such payments on account of any alleged failure by Landlord to perform or comply with any of Landlord's covenants.

Section XXII.9 Additional Rights of Landlord. In addition to other rights conferred by this Lease or by Law, and as long as it does not render the Premises untenable, Landlord reserves the right, to be exercised in Landlord's sole discretion, to: (a) change the name of the Complex; (b) install and maintain a sign or signs on the exterior or interior of the Complex; (c) change the street address of the Complex; (d) designate all sources furnishing signs, sign painting, and lettering; (e) take all

measures as may be reasonably necessary or desirable for the safety and protection of the Complex; (f) have passkeys to the Building; (g) alter, add to, improve, or build additional stories on or built adjacent to the Complex; (h) close any skylights or windows; (i) run necessary pipes, conduits, and ducts through the Premises; (j) renovate, refurbish, relocate, or modify the Common Areas; and (k) carry on any work, repairs, Landlord Alterations, or improvements in, on, or about the Complex, or in the vicinity thereof. This Section shall not be construed to alter or create any obligations of Landlord or Tenant with respect to repairs or improvements or other obligations provided herein.

Section XXII.10 Authority. Tenant makes the following representations to Landlord, on which Landlord is entitled to rely in executing this Lease: (i) Tenant is a not-for-profit corporation duly organized and existing under the laws of the State of Illinois and is qualified to do business in the State of Illinois, has the power to enter into this Lease and the transactions contemplated hereby and to perform its obligations hereunder; (ii) the signatory hereto has been duly authorized to execute and deliver this Lease; and (iii) the execution, delivery, and performance of this Lease and the consummation of the transactions herein contemplated shall not conflict with or result in a violation, breach of, or default under Tenant's corporate governance records, or any indenture, mortgage, deed of trust, note, security agreement, or other agreement or instrument to which Tenant is a party or by which it is bound or to which any of its properties is subject.

Section XXII.11 Compliance with Laws. Tenant shall comply at its cost and expense with all Laws, and with any direction or recommendation of any public officer or officers, pursuant to Law, or any reasonable request of any insurance company carrying any insurance on the Premises, and any insurance inspection or rating bureau which shall impose any duty upon Landlord or Tenant with respect to the Premises or the Tenant's use or occupation of the Premises, and shall bear all costs of any kind or nature whatsoever occasioned by or necessary for compliance with the same. If, during the Term of this Lease, any Law requires that an alteration, repair, addition, or other change be made to the Premises, and such alteration, repair, addition, or other change is a result of Tenant's use of the Premises, such work shall be performed at Tenant's expense.

Section XXII.12 Waiver of Jury Trial. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MANNER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

Section XXII.13 Counterparts. This Lease and any amendment hereto may be executed in any number of counterparts by each Party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. This Lease and any amendment hereto or other document executed pursuant to the authority granted hereby may be executed by facsimile, scanned Portable Document Format ("PDF"), DocuSign, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

Section XXII.14 No Recording/Memorandum of Lease. Neither this Lease, nor any notice or memorandum regarding the terms hereof, shall be recorded by Tenant. Any such unauthorized recording shall be an Event of Default for which there shall be no cure or grace period.

Section XXII.15 Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay. Nothing contained in this Section shall excuse either party from paying in a timely fashion any payments due under the terms of this Lease or extend the term of this Lease. To the extent either party relies on a Force Majeure Event to delay performance of any obligation hereunder in accordance with this Section, such party (the "Noticing Party") shall give the other party notice within ten (10) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends.

**ARTICLE XXIII
RENEWAL LEASE TERM**

Section XXIII.1 Renewal Option. Tenant shall have the right to renew the Term of this Lease ("**Renewal Option**") for one (1) additional term of ten (10) years (the "**Renewal Lease Term**") commencing on the day following the expiration of the Primary Lease Term, provided that each of the following occurs:

(a) Landlord receives initial notice of the exercise of the Renewal Option ("**Renewal Notice**") not more than one (1) year and not less than six (6) months prior to the Expiration Date.

(b) No Event of Default exists at the time that Tenant delivers its Renewal Notice or at the commencement of the applicable Renewal Lease Term.

Section XXIII.2 Rent Payable During the Renewal Lease Term.

(a) The Base Rent rate payable during the Renewal Lease Term shall be upon the same terms and conditions as in the Primary Lease Term.

Section XXIII.3 Subsequent Leases; Relocation. If the Parties do not reach an agreement for a subsequent lease to become effective as of the day following the Expiration Date of the Renewal Lease Term on or before the conclusion of the seventh (7th) Lease Year of the Renewal Lease Term, Landlord shall reasonably assist Tenant in identifying and/or locating a replacement facility for use upon termination of the Renewal Lease Term.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last stated below, each Party being authorized thereunto.

LANDLORD:
THE COUNTY OF SANGAMON, an Illinois body
politic and corporate

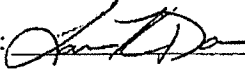
TENANT:
HELPING HANDS OF SPRINGFIELD, INC., an
Illinois not-for-profit corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

By:  _____

Printed Name: Laura K. Davis _____

Title: Executive Director _____

Date: 5/15/23 _____

EXHIBIT A

SITE PLAN

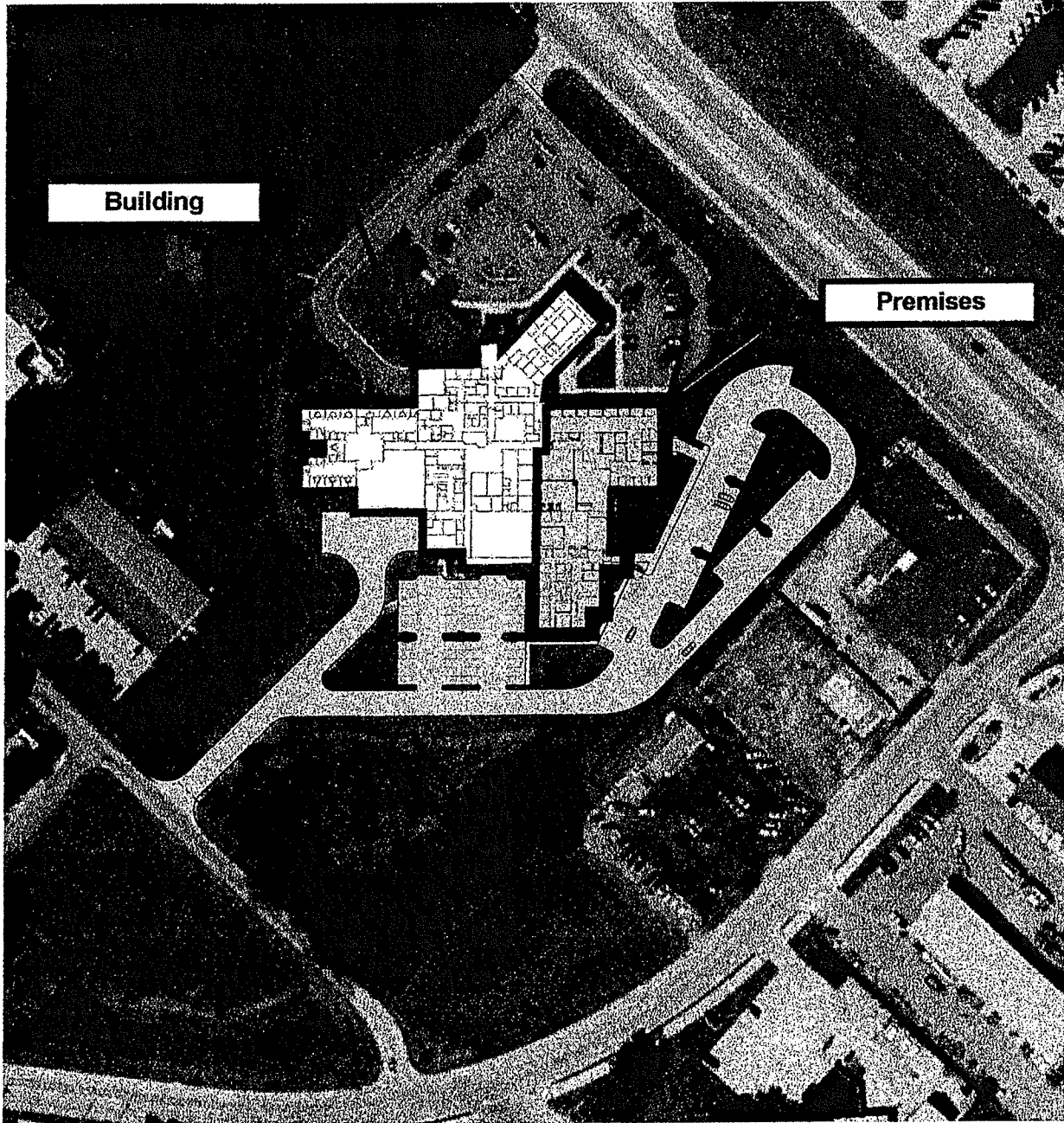


EXHIBIT B

COMMENCEMENT DATE AGREEMENT

This **COMMENCEMENT DATE AGREEMENT** (this "**Agreement**"), is made as of the date of last execution hereof by and between **THE COUNTY OF SANGAMON**, an Illinois body politic and corporate ("**Landlord**"), and **HELPING HANDS OF SPRINGFIELD, INC.**, an Illinois not-for-profit corporation ("**Tenant**"). Landlord and Tenant shall collectively be referred to herein as the "**Parties**" or, individually, as a "**Party**."

WITNESSETH

WHEREAS, by a **LEASE AGREEMENT** dated May 15, 2023 (the "**Lease**"), Landlord leased to Tenant certain premises containing approximately 25,000 rentable square feet located at 2201 South Dirksen Parkway in Springfield, Illinois as more particularly described in the Lease; and

WHEREAS, Section 2.01 of the Lease contemplates that Landlord and Tenant will execute an agreement affirming the Commencement Date, the Rent Commencement Date, and the Expiration Date of the Lease and the Term thereunder;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged by the Parties, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined in this Agreement shall have the definitions given to them in the Lease.
2. Commencement Date. The Commencement Date of the Lease is hereby fixed at _____, all preconditions thereto having been satisfied or waived.
3. Rent Commencement Date. The Rent Commencement Date of the Lease is hereby fixed at _____.
4. Expiration Date. The Expiration Date of the term of the Lease is hereby fixed at _____.
5. Except as herein expressly modified, all terms, covenants, conditions, and provisions of the Lease remain in full force and effect and binding upon all the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last stated below, each Party being authorized thereunto.

LANDLORD:
THE COUNTY OF SANGAMON, an Illinois body politic and corporate

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT:
HELPING HANDS OF SPRINGFIELD, INC., an Illinois not-for-profit corporation

By:  _____

Printed Name: Laura K. Davis

Title: Executive Director

Date: May 15, 2023