

## ILLINOIS COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective this 1st day of August, 2024, by and between DuPage Technology Center, LLC, an Illinois limited liability company, of 100 Bridge Street, Suite 150, Wheaton, Illinois, 60187, ("Landlord") and Community Unit School District 200, 130 West Park Avenue, Wheaton, Illinois, 60189 ("Tenant" or "CUSD 200", and together with Landlord, the "parties").

### RECITALS

WHEREAS, Landlord is the owner of land and improvements commonly known and numbered as 100 Bridge Street, Wheaton, and legally-described as follows, (the "Building"):

Lot 3 in Wheaton Industrial Park, being a subdivision in the East half of Section 17, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded January 28, 1963, as Document R63-39278, in DuPage County, Illinois.

and enters into this Lease; and

WHEREAS, Landlord makes available for lease to Tenant a portion of the Building designated as Suites #100, 200, 300, 350 and 600 ("Leased Premises") of approximately 15,196 square feet, which is an interior office and warehouse space with entrances on the East, North and West sides, secure from other parts of the building and tenant shares access to Common Space in the warehouse, #400, for dock access and rear entrance if needed. See attached Exhibit A for identification of this space; and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Term**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning August 1, 2024 (or sooner) and ending July 30, 2027

B. Prior to expiration of the "Initial Term", Tenant may elect, in its sole discretion, to extend the lease for one additional period of two (2) years (the "Optional Additional Renewal Term"). Tenant shall exercise such Optional Additional Renewal Term, if at all, by giving notice to Landlord via certified mail with return receipt requested or by email, not less than one hundred and twenty (120) days prior to the expiration of the Initial Term. If Tenant exercises the Optional Additional Renewal Term, in its sole discretion, the new Minimum Rent for the Extension Term shall be adjusted based on the change in the Consumer Price Index (CPI). The CPI used for this adjustment shall be the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics (or any successor index).

C. **Determination of New Minimum Rent:**

(a) **CPI-U:** Defined as the Consumer Price Index for all Urban Consumers for all Items published by the United States Department of Labor for the prior December.

(b) **Percentage Change:** The percentage increase in the Consumer Price Index (CPI-U) during the 12 - month calendar year ending the prior December.

(d) **Adjusted Minimum Rent:** The Minimum Rent for the first year of the Extension Term shall be the Base Rent for the last year of the Initial Term, adjusted by the Percentage Change. In no event shall the adjusted Minimum Rent be less than the Minimum Rent for the preceding lease year.

D. **Base Rent for Second Year of Extension Term:** The Minimum Rent for the second year of the Extension Term shall be adjusted based on the same CPI formula used above.

E. **Expenses During Extension Term:** In addition to Minimum Rent, the Tenant shall be responsible for its share of CAM, taxes, and other charges as provided under the original Lease agreement. These expenses shall also be subject to annual CPI adjustments during the Extension Term.

(a) The percentage increase or decrease in these expenses shall be calculated using the same CPI adjustment formula as for the Minimum Rent.

(b) The adjusted expenses shall not increase by more than 5% annually during the Extension Term.

## 2. Rental Fees

A. This rental shall be a triple net lease, with prorated allocation of taxes, CAM, and utilities charged to Tenant. Tenant shall pay to Landlord \$17,727.50 per month, ("Minimum Rent"), the amount of which shall increase Three Percent (3%) per year, and the ("Additional Rent"), for the tenants share of CAM, \$4,520.53 per month, and Taxes, \$1,950.03 per month. Minimum Rent and Additional Rent shall be due in advance on the first day of each calendar month during the lease term to Landlord at PO Box 363, Wheaton, IL 60187, beginning on August 1, 2024.

1. The term "CAM" shall mean all expenses, costs and disbursements (other than Taxes) incurred by Landlord in connection with the ownership, management, maintenance, replacement, improvement, operation and repair for common areas of the property which are shared by and benefit multiple tenants and are initially estimated to be \$3.57/square foot/month, including, without limitation, the following: (a) wages paid for personnel engaged in operating, repairing, managing, replacing and maintaining the property; (b) fees and other charges for maintenance, repair, janitorial, and other service agreements for or pertaining to the property; and (c) insurance relating to the property.

2. The term "taxes" shall mean any taxes (whether general, ordinary, special or extraordinary) incurred by Landlord or levied upon the Property based upon the ownership, leasing, renting or operation of the Property and are initially estimated to be \$1.54/square foot/month. Taxes include, without limitation, real estate taxes, personal property taxes, environmental taxes, sewer and/or water charges, assessments (special or otherwise), *ad valorem* taxes or any other tax, assessment or charge in lieu of, substituted for or in addition to any or all of the foregoing taxes, assessments and charges, whether any are imposed by the United States, the State of Illinois, DuPage County, the City of Wheaton, or other governmental unit. Taxes also shall include all reasonable costs and expenses (including, without limitation, legal fees and court costs) incurred for the protest, reduction or refund of any of the aforesaid taxes regardless of whether the same is ultimately successful.

3. If any governmental entity or authority hereafter imposes a tax or assessment upon or against any of the rentals or other charges payable by Tenant to Landlord hereunder (ie. a lease tax, a sales tax, etc.), Tenant shall be responsible for the timely payment thereof. Unless Landlord and Tenant otherwise agree in writing with respect to the payment thereof, Tenant shall pay said tax to Landlord together with each payment by Tenant to Landlord of Rent due under this Lease.

4. For the purpose of determining Taxes for any given calendar year, the amount to be included for such calendar year attributable to (a) special assessments payable in installments shall be the amount of the installments (together with interest) due and payable during such calendar year and (b) all other Taxes shall be the amount accrued, assessed or otherwise imposed for such calendar year without regard to when any such Taxes are payable. Any adjustment to any Taxes by the taxing authority or court shall be taken into account in computing Taxes and Landlord shall be entitled to adjust the amount of the Taxes accordingly, notwithstanding that Landlord may have previously delivered to Tenant a final invoice for Taxes levied against the Property.

5. Tenant has previously deposited a Security Deposit in the amount of \$5,886.81 and is still in the custody of the landlord and remains subject to the terms and conditions of the lease. There are no additional security deposits required at this time. Landlord reserves the right to increase the Security Deposit not to exceed an amount equal to the gross rental payment (Minimum Rent plus Additional Rent) each or any August 1<sup>st</sup>.

B. Landlord reserves the right to increase the Additional Rent under normally accepted commercial rental terms due to increased costs of building operation, i.e., inflation, energy cost increases, tax increases. Landlord will provide a minimum of thirty (90) days advance notice of any required future increases and Additional Rent shall not increase more than 5% annually during the Initial term.

C. The initial monthly amount due for Minimum Rent and Additional Rent will be Twenty Four Thousand One Hundred Ninety Eight Dollars and Six Cents (\$24,198.06) per month. In addition to this amount Tenant will pay their utilities as set forth in Section 10.

D. The Additional Rent payments from Tenant to Landlord, and any other payments from Tenant to Landlord, which shall all be considered adjustments to the Minimum Rent (sometimes hereinafter "Rent Adjustments"), are calculated based on a calendar year, rather than the lease year; and are computed on an accrual basis as opposed to a cash basis. Tenant acknowledges that following expiration or termination of this Lease, Tenant shall pay any underage due Landlord within fifteen (15) days after the date of any of the Landlord's Statements sent to Tenant.

### 3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables (excluding paper/packaging products and small amounts of equipment fuels) or other inherently dangerous substances, chemicals, things or devices. During the term of this Lease, Tenant shall not suffer, allow, permit or cause the generation, accumulation, storage, possession, release or threat of release of "hazardous substances," "pollutants," "hazardous waste" or "toxic materials" as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 et seq., as amended, the

Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal, state or local law, ordinance, rule or regulation, including extremely flammable substances, explosives, radioactive materials and petroleum/petroleum products (collectively, "Hazardous Substances"); provided, however, that the foregoing prohibition shall not be applicable to (a) Hazardous Substances which are present at the Premises prior to the date hereof that Landlord expressly allowed Tenant to bring on-site which are the following: NONE; or (b) normal and reasonable amounts of cleaning and pest control supplies reasonably necessary for maintenance of the Premises so long as such materials are properly, safely and lawfully stored and used by the Tenant and the quantity of the same does not equal or exceed a "reportable quantity" as defined under 40 C.F.R. 302 and 305, as amended.

### 4. "AS-IS" Condition

Except as provided for herein, Lessee agrees and acknowledges that the Demised Premises is being leased in "AS IS," "WHERE IS" condition with all faults and without representation or warranty with respect to merchantability or fitness for a particular purpose and without any other warranty or representation whatsoever by Lessor, except as specifically provided herein. Lessee covenants and agrees that Lessee will rely solely upon its own investigation in determining whether to consummate this transaction and will not rely upon any representations or warranties of Lessor, his employees or agents, except for those representations and warranties specifically set forth in this Lease.

Notwithstanding anything contained in this Lease to the contrary, to Lessor's actual knowledge, the Demised Premises as currently constructed and/or operated are in compliance with all of the requirements of all municipal, state and federal authorities now in force pertaining thereto, including without limitation the ADA.

#### 5. **Sublease and Assignment**

Tenant shall not have the right to assign this Lease to any third party without the Landlord's prior written consent.

#### 6. **Repairs & Maintenance**

A. **Maintenance by Landlord.** Landlord shall keep or cause to be kept the foundations, roof and structural portions of the walls of the Premises (including lighting, heating, electrical, plumbing, waterproofing, ventilating and air conditioning fixtures and systems and other mechanical equipment and appurtenances not exclusively serving the Premises) in good order, repair and condition except for damage thereto due to the acts or omissions of Tenant, its agents, employees or invitees. The foregoing provision shall not prejudice Landlord's right to include the cost of maintaining the roof over the Premises within the provisions of Section 2 of this Lease. Landlord shall commence required repairs as soon as reasonably practicable after receiving written notice from Tenant or others thereof. This Section 6 shall not apply in case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which events the obligations of the Landlord shall be controlled by Section 15. Except as provided in this Section 15 Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, merchandise, stock in trade, facilities or fixtures therein, all of which shall be Tenant's responsibility, but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises or the Common Areas of which Tenant has knowledge.

B. **Maintenance by Tenant.** Tenant shall at all times, at Tenant's sole cost and expense, keep the Premises (including all entrances and vestibules) and all partitions, window and window frames and moldings, glass, store fronts, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical, plumbing, roofing, waterproofing, ventilating and air conditioning fixtures and systems and other mechanical equipment and appurtenances located within or otherwise exclusively serving the Premises) and all parts of the Premises, and parts of Tenant's Work not on the Premises, not required herein to be maintained by Landlord, in good order, condition and repair and clean, orderly, sanitary and safe, damage by unavoidable casualty excepted. If replacement of equipment, fixtures and appurtenances thereto is necessary, Tenant shall replace the same with new or completely reconditioned equipment, fixtures and appurtenances, and repair all damages done in or by such replacement. If Tenant fails to perform its obligations hereunder, Landlord without notice may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same, plus a charge of twenty percent (20%) thereof, to the next installment of Minimum Monthly Rent due hereunder.

#### 7. **Alterations and Improvements**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by the Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Notwithstanding anything to the contrary, Landlord shall have the right to order Tenant to remove all personal property, equipment, machinery, trade fixtures and temporary installations upon the termination of the lease, and Tenant's failure to do so within ten (10) business days shall result in Tenant's forfeiture of ownership of the same to Landlord, or Landlord's right to remove the same (or have the same removed) at Tenant's expense. Landlord may utilize the Security Deposit for the same, or may retain the Security Deposit and bill Tenant for said charges, which shall be promptly paid within ten (10) business days after Landlord's submission of an invoice therefore to Tenant. These provisions shall survive the termination of this Lease, although this sentence shall not be construed as a limitation on other Landlord rights that survive the termination of this Lease.

8. **Property Taxes**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

9. **Insurance**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$3,000,000 combined single limit coverage of bodily injury, property damage or combination thereof, and Tenant shall further obtain business interruption insurance in an amount sufficient to cover Rent for not less than six months. Landlord, expressly listing DuPage Technology Center, LLC, an Illinois limited liability company shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant acknowledges that if Tenant fails to present to Landlord said certificates of insurance acceptable to the Landlord and the Landlord does not take any action or exercise any rights as a result of such failure, Landlord's inaction or non-exercise of rights shall not be deemed a waiver of any of Landlord's rights. Tenant must provide Landlord with actual documented proof of insurance acceptable to Landlord within five (5) business days of Landlord requesting proof of insurance, and Tenant's failure to provide

such proof shall be a default hereunder even if there was actual coverage at the time of Tenant's failure to so provide evidence. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts of Tenant's property within the Leased Premises or the Building. In the event Tenant fails to procure and maintain in force at any time during the Lease term (and any extensions thereof) any of the insurance which Tenant is obligated to procure and maintain, Landlord may at its option, procure the same and collect the cost thereof from Tenant at the next ensuing rent paying date or thereafter, and the same shall become a part of the rent due and payable on the first of the month following the billing.

10. **Utilities**

Landlord shall initially pay all charges for water, sewer, gas and electricity used by Tenant on the Leased Premises ("Utilities") during the Initial Term and any extensions thereof, subject to invoicing and reimbursement by Tenant pursuant to the provision of this section. Reimbursement shall occur on a monthly basis, in arrears. Suite #300, Suite #350 and Suite #600 are metered for Utilities, and thus Tenant's Reimbursement for Suite #300, Suites #350 and Suite #600 is based on Tenants actual usage, as will be reflected in an itemized invoice submitted by the Landlord to Tenant on a monthly basis. Suite #100 and Suite #200 are not separately metered for Utilities, and thus the parties agree that the Tenant's Utility charge for Suite #100 shall be \$942.04 per month Suite #200 shall be \$967.14 per month during the renewal term. Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant shall continue to procure, install, maintain and pay for its own telephone and internet services.

11. **Signs**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Landlord, and of similar form and by Landlord's vendor, any signs which are permitted by applicable zoning ordinances and private restrictions.

12. **Entry**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Tenant shall have access to the facilities through the controlled keyless access via the North main doors, East main doors and South West warehouse doors, twenty-four (24) hours per day.

13. **Parking**

During the term of this Lease, Tenant shall have the exclusive use of sixteen (16) parking spaces in the North parking lot along with the two (2) dedicated ADA parking spaces. Tenant shall also have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. If requested, Tenant shall provide the Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. The South drive is assigned for Suites 500 and 550 and is not available for tenant parking. There are no other parking restrictions.

14. **Building Rules**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

15. **Damage and Destruction**

In the event the Leased Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction is less than ten percent (10%) of the then full replacement cost of the Property. In the event the destruction of the Leased Premises is to an extent of ten percent (10%) or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Section; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination.

Notwithstanding anything to the contrary contained in this Section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last six (6) months of the term of this Lease or any extension thereof elected by Tenant.

Landlord shall not be required to repair any injury or damage by fire or other cause to any leasehold improvements, fixtures, or other personal property of Tenant.

16. **Default**

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

1. The vacating or abandonment of the Leased Premises by Tenant.

2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant. This five (5) days cure period shall only be available to Tenant during the initial term, and only three times during said term. Other occasions of Tenant failing to make any payment of rent or any other payment required to be made by Tenant hereunder shall be an event of default. Failure to pay rent by the 15th day of each month shall incur an administrative expense fee of TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00) plus an interest expense charge of seven percent (7%) per annum from the first day of each month thereafter until said rent, together with all other payments due and owing under this Lease are paid in full. Nothing in this paragraph shall be construed as a right for Tenant to pay Minimum Rent after the first of the month; rather, this paragraph is to be construed simply as a listing of the charges to be paid in the event Tenant is late in paying the rent on time.

3. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion within ninety (90) days. In any cause of action arising hereunder, it shall be Tenant's burden of proving that the nature of a default is such that more than thirty (30) days are reasonably required for a cure. Notwithstanding anything contained herein, for breaches that risk immediate and serious harm to persons or the Property, the cure period shall be reduced to two (2) business days so long as Tenant takes all necessary precautions to minimize, to the greatest extent possible,

said risk, unless no precautions can reasonably minimize said risks, and in such cases, there shall be no cure period.

4. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant or Guarantor of a petition to have Tenant or Guarantor adjudged as bankrupt, or a petition or reorganization or arrangement, as applicable under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or Guarantor, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's or Guarantor's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's or Guarantor's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

5. The expiration of the 30<sup>th</sup> day following Landlord's rightful service of 1) a third, 5-day notice provided by the Landlord under Section 15A.2, or 2) a third, 30-day notice provided by Landlord under Section 15A.3. The Parties stipulate that this preceding provision is meant to ensure that a Tenant's third breach of this Lease will result in Tenant's default hereunder, regardless of whether the Tenant ultimately remedies said third breach. This provision is included herein to discourage Tenant from repeatedly allowing a breach to occur but avoiding defaulting under this Lease by remedying said breaches prior to the expiration of each such 30 day notice.

B. In the event of any such default by Tenant, in addition to any other right or remedy allowed under any law or other provisions of this Agreement, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which the Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Leased Premises by any lawful means, with or without terminating this Lease at Landlord's election, in which case Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Leased Premises; reasonable expenses of reletting, including restoration; prejudgment interest; reasonable attorney's fees, court costs, and expert fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

2. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges (including attorney's fees) and Adjustments as may become due hereunder;

3. If Landlord shall decide to terminate this Lease, Landlord, at its sole option, shall be entitled to recover from Tenant, in lieu of any amounts due under Section 15B.1, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages solely for the loss of Rent for the period from the date of termination through the Termination Date (as it may previously have been extended), and not as compensation to Landlord or in lieu of any other amounts due Landlord under this Lease, a sum equal to the amount by which the Landlord's reasonable estimate of the aggregate amount of Minimum Rent and Rent Adjustments for the period from the date of such termination through the Termination Date (as it may previously have been extended), and not as compensation to Landlord, or in lieu of any other amounts due Landlord under this Lease exceeds the then reasonable rental value of the Premises for the same period, both discounted to present value at the rate of five percent (5%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Leased Premises, or any part thereof, shall have been relet by Landlord for such period, or any part thereof, the amount of Rent reserved upon such reletting shall be deemed, prima facie, to be the reasonable rental value for the part or the whole of the Leased Premises so relet during the term of the reletting; and/or

4. Pursue any other remedy now or hereafter available to the Landlord under the laws or judicial decisions of the State of Illinois.

At any time after terminating the Tenant's right to possession as provided herein, Landlord may terminate this Lease by written notice to Tenant, and the Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable law.

17. **Quiet Possession**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. **Condemnation**

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. **Subordination**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. **Security Deposit**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent

necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to the Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

21. **Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, or by Email or Facsimile transmittal, with printed delivery confirmation, addressed as follows:

If to Landlord:  
% Mr. Donato Marrello  
DuPage Technology Center, LLC  
PO Box 363  
Wheaton, IL 60187  
Phone: 630-690-1580  
Email: dupagetechcenter@gmail.com

If to Tenant:  
c/o Dr. Brian O’Keeffe  
CUSD 200  
130 West Park Avenue  
Wheaton, IL 60189  
Phone: 630-682-2000  
Email: brian.okeeffe@cusd200.org

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Waiver**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the existence of this Lease.

24. **Headings**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of seven percent (7%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Lessee's Financial Statements**

In the event of notification by Lessor to Lessee of any default in the terms and conditions of this Lease, which default shall have occurred two (2) times in any twelve (12) month period Lessee shall immediately provide complete operating statements on the business operation conducted in the Demised Premises on either a calendar monthly or four-week basis for the time period from inception through the notice of default or the past 24 months, whichever is shorter; and Lessee shall continue to provide said monthly operating statements on a timely basis until notification by Lessor to Lessee that Lessee is no longer in default of any terms and conditions of the Lease.

30. **Environmental Matters**

Lessee agrees that they will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (as hereinafter defined) in, on, under, around or above the Demised Premises now or at any future time, except in accordance with all Governmental Regulations. In the event that Lessee uses, handles, generates, creates, stores or disposes of any Hazardous Materials in, on, under, around or above the Demised Premises, subject to the terms of this Lease, Lessee shall (i) promptly provide Lessor with copies of all communications, permits or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, placement on or in the Demised Premises, or the generation, transportation, storage, treatment, or disposal at the Demised Premises, of any Hazardous Material; and (ii) upon written request by Lessor, provide Lessor the results of appropriate tests to demonstrate that Lessee complies with all Governmental Regulations, rules or permits relating in any way to the presence of Hazardous Materials on the Demised Premises. Lessee does hereby indemnify, defend and save Lessor harmless from any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials on the Demised Premises during the Term hereof. The term "Hazardous Materials," when used herein, shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Demised Premises is located, or the United States of America because of toxic, flammable,

explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, petroleum and petroleum products, asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances on materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances", "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. #9601, et seq., "CERCLA"); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. #9671 et seq., "SARA"); the Hazardous Materials Transportation Act (49 U.S.C. #1801, et seq., "HMTA"); the Toxic Substances Control Act (15 U.S.C. #2601, et seq., "TSCA"); the Resource Conservation and Recovery Act (42 U.S.C. #6901, et seq., "RCRA"); the Clean Air Act (42 U.S.C. #7401 et seq., "CAA"); the Clean Water Act (33 U.S.C. #1251, et seq., "CWA"); the Rivers and Harbors Act, (33 U.S.C. #401 et seq., "RHA"); and any so-called "Super lien law"; and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented, or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect.

Lessee does hereby indemnify, defend and hold harmless Lessor and its agents and their respective officers, directors, beneficiaries, lenders, shareholders, partners, agents and employees and their respective successors and assigns from all fines, suits, procedures, claims liabilities, damages (including consequential damages) and actions of every kind, and all costs associated therewith (including reasonable attorneys', experts' and consultants' fees and costs of testing) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Materials that occurs during the Term of this Lease, at or from the Demised Premises, or which arises at any time from **(i)** Lessee's failure to provide all information, make all submissions, and take all steps required by all applicable governmental authorities; **(ii)** any Hazardous Materials on, in, under or affecting all or any portion of the Demised Premises or the groundwater as a result of events that took place during the Term of this Lease or as a result of the construction of the Improvements; **(iii)** any violation by Lessee or claim of a violation by Lessee of any applicable laws and governmental regulations now or hereafter in effect relating to public health, safety, protection of the environment or any Hazardous Material; **(iv)** the imposition of any lien for damages caused by, or the recovery of any costs for, the remediation cleanup of Hazardous Material as a result of events that took place during the Term of this Lease or as a result of the construction of the Improvements; **(v)** costs of removal of any and all Hazardous Material from all or any portion of the Demised Premises, which Hazardous Material were placed on the Demised Premises during the Term of this Lease or as a result of the construction of the Improvements; **(vi)** costs incurred to comply, in connection with all or any portion of the Demised Premises, with all governmental regulations with respect to Hazardous Materials on, in, under or affecting the Demised Premises, which Hazardous Materials were placed on the Demised Premises during the Term of this Lease or as a result of the construction of the Improvements; or **(vii)** any spills, discharges, leaks, escapes, releases, dumping, transportation, storage, treatment or disposal of any Hazardous Substances which occur during the Term of this Lease or as a result of the construction of the Improvements, but only to the extent that such Hazardous Materials originated from or were or are located on the Demised Premises. Lessee's obligations and liabilities under this paragraph shall survive the expiration of this Lease.

If the presence, release, threat of release, placement in, on, under, around or above the Demised Premises, or the use, handling, generation, treatment, storage or disposal in, on, under, around or above the Demised Premises of any Hazardous Materials: **(i)** gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Governmental Regulation or is a breach of any loan document encumbering the Demised Premises, **(ii)** causes a significant public health effect, or **(iii)** pollutes or threatens to pollute the environment, Lessee shall promptly take any and all remedial and removal action necessary to clean up the Demised Premises and mitigate exposure to liability arising from the Hazardous Material, whether or not required by law.

Notwithstanding anything in this Section 27 to the contrary, Lessee shall have no obligation for any hazardous materials, hazardous waste or other environmental conditions or events hereunder caused by any third-party not within the control of Lessee and/or existing in the Demised Premises prior to the Commencement Date.

To Lessor's actual knowledge, Lessor represents that the Demised Premises and surrounding property are free of any Hazardous Materials. Notwithstanding anything in this Section 27 to the contrary, Lessor shall, at its sole cost and expense bear the cost and expense of any investigation, testing, digging, removal or clean up required and any fines or penalties assessed as a result of the presence of Hazardous Materials within, on or under the Demised Premises, provided that such Hazardous Materials were not introduced into the Demised Premises by Lessee, its agents, employees or contractors. Lessor shall also indemnify, defend and hold Lessee harmless from any claims, demands, suits, actions, awards, fines, cleanup costs, expenses, attorney fees, etc., which may arise as a result of such presence, which indemnity shall survive the expiration or earlier termination of this Lease.

31. **Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

32. **No Presumption Against Draftsmen.**

Both parties acknowledge and agree that this Lease has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

33. **Dispute Resolution**

The parties' first course of action in resolving any dispute that cannot otherwise be resolved through informal discussions shall be arbitration. Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations of the parties hereto that cannot be settled by the parties shall be settled and determined by binding arbitration in DuPage County, IL. The Commercial Arbitration Rules of the American Arbitration Association shall govern the arbitration. The costs and expenses of the arbitration shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The decision of the arbitrator shall be final, binding and convertible to a court judgment in any court having jurisdiction. The arbitrator shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses, subject to the limitations and exclusions contained in this Agreement.

34. **Governing Law**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois, County of DuPage.

35. **Miscellaneous Provisions**

A. Tenant shall keep the Leased Premises and the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at the Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of any

improvements, additions, or alterations in the Leased Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

B. Tenant covenants and agrees that it will defend, indemnify, and hold free and harmless Landlord from any and all claims, charges, penalties, damages, allegations, and/or lawsuits arising or alleged to arise from any actual or alleged act or omission, or violation of any laws, ordinances, or standards of care, or breaches of duty caused or alleged to have been caused, in whole or in part, by Tenant, its employees, agents, servants, or invitees, regardless of whether occasioned by the neglect of Tenant (or any of Tenant's employees or agents) or those holding under Tenant. Except with respect to Landlord's own negligence, Tenant will at all times protect, defend, indemnify and hold free and harmless Landlord against and from any and all loss, cost, damage or expense, including reasonable fees, costs and expenses for investigatory and attorney's fees and costs, arising out of or from any accident or other occurrence on or about the Leased Premises or the Property, causing injury to any person or property whomever or whatsoever, and will protect, defend, indemnify and hold free and harmless Landlord against and from any and all claims and against and from any and all loss, cost, damage or expense, including reasonable fees, costs and expenses for investigatory and attorney's fees and costs, arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions hereof. Should Tenant fail to defend Landlord, or fail to give Landlord assurances of indemnification acceptable to Landlord at Landlord's sole discretion, Landlord may, at its option, settle any such claim, and Tenant shall be liable for reimbursement for any such settlement charges, amounts, expenses, or other damage. Landlord shall be entitled to reimbursement from Tenant for all costs and expenses, including reasonable fees, costs and expenses for investigatory and attorney's fees and costs, incurred by Landlord in the enforcement of the provisions of this paragraph or any other provisions of this Lease.

C. Except as provided by Illinois law, the Landlord shall not be liable for any damage occasioned by failure to keep the Leased Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Leased Premises or the Property nor for any damage occasioned by water, snow or ice upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property. It is understood by Tenant that Tenant is expected to carry renter's insurance to cover such expenses, claims and losses.

D. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

E. Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

F. Partial Invalidity and Construction. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. It is further the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which is more restrictive to Tenant's rights and the other less restrictive of Tenant's rights, then the provision shall have the meaning which most restricts Tenant's rights. Wherever in this Lease provision is made for the doing of any act by any person it is understood and agreed that said act shall be done by such person at its own cost and expense unless a contrary intent is expressed.

G. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity. All rights, remedies, and obligations of the Parties are cumulative.

H. In the event of any action or proceeding brought by either Party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees and any and all costs incidental to any action or proceeding. In addition, should either Party employ legal counsel as a result of a breach hereof by the other to address said breach, or should it be necessary for the other to employ legal counsel to enforce any of the provisions herein contained, the other agrees to pay all attorneys' fees and court costs reasonably incurred.

I. Jury Waiver. Tenant does hereby knowingly, voluntarily and intentionally waive any rights that such Party may have to a trial by jury in any litigation arising in any way in connection with this Lease, any of the other agreements that are or may be executed by and between the Parties, and the Tenant's use or occupancy of the Premises and/or any claim of injury, loss or damage. The Parties hereby stipulate that this waiver is a material inducement for Landlord to enter into this Lease.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW*

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease on the date last written below:

**LANDLORD:**

DuPage Technology Center, LLC

By: \_\_\_\_\_  
Donato D. Marrello, its Manager

Date: \_\_\_\_\_

**TENANT:**

Community Unit School District 200

By: \_\_\_\_\_  
Dr. Brian O’Keeffe, Assistant Superintendent for Business Operations  
CUSD 200

Date: \_\_\_\_\_

**Attachments:**

- Exhibit A: Leased Premises
- Exhibit B: Building Floor Plan

**EXHIBIT A**  
**LEASED PREMISES**

SEE ATTACHED