

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois (being the record title holder) whose address is 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 (hereinafter referred to as "Landlord"), and RECORDING FOR THE BLIND AND DYSLEXIC, INC., a New Jersey not-for-profit corporation, whose address is 20 Roszel Road, Princeton, New Jersey 08540 (hereinafter referred to as "Tenant").

### **ARTICLE I - GRANT OF LEASE**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the premises situated in the Village of Orland Park, County of Cook, State of Illinois, described as TWO THOUSAND THREE HUNDRED SIXTY SEVEN (2,367) SQUARE FEET within the building of the former Village of Orland Park Police station (the "Building") at 14600 South Ravinia Avenue, Orland Park, Illinois, together with, as part of the parcel, all improvements located thereon (the "Leased Premises") and uninterrupted right to use the parking lots ("Parking Lots") servicing the Building. A diagram/rendering of the Leased Premises is attached hereto as EXHIBIT "A."

### **ARTICLE II - LEASE TERM**

Total Term of Lease. The Landlord leases to Tenant the above Leased Premises for a term of ten (10) years, commencing \_\_\_\_\_ 1, 2010, (the "Commencement Date") and terminating on \_\_\_\_\_ 31, 2020, or sooner as provided herein ("Lease Term").

### **ARTICLE III – EXTENSIONS/EARLY TERMINATION**

Section 1: Extensions. The parties hereto may elect to extend this Lease Agreement upon

such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

Section 2. Early Termination. At any time following expiration of the first five (5) years of the Lease Term, Landlord may terminate this Lease Agreement effective six (6) months following written notice from Landlord to Tenant. Should an early termination occur, Landlord shall reimburse Tenant for Tenant's unamortized, actual and documented cost of any Landlord approved structural improvements made to the Leased Premises by Tenant. Such improvements shall be amortized on a straight-line basis (e.g., 10% per expired years of the Lease Term). Less than a full year shall be prorated.

#### **ARTICLE IV - DETERMINATION OF RENT**

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Lease Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent during the Lease Term shall be Twelve Dollars (\$12.00) ("Annual Rent").

Section 2: Payment of Annual Rent. The Annual Rent shall be payable in advance in one (1) installment of Twelve Dollars (\$12.00) each, due on the first day of the Commencement Date, and the same amount of Annual Rent in advance on each annual anniversary date of the Commencement Date.

#### **ARTICLE V - UTILITIES**

In addition to the Annual Rent, Tenant shall pay to Landlord for Tenant's pro rata portion of all (the following being "CAM Charges") water, sanitation, sewer, electricity, light, heat, gas, power, fuel, cleaning, janitorial, and other services incident to Tenant's use of the Leased Premises of which are paid by Landlord, whether or not the cost thereof may be a charge

or imposition against the Leased Premises, provided, however, that Tenant's obligation to pay CAM Charges shall not exceed Five Hundred Dollars (\$500.00) per month. Tenant's pro rata portion of the entire building shall be calculated based on the square footage of the Leased Premises compared to the square footage of the entire building (17,089 sq. ft). For the purpose of this Lease Agreement, Tenant's pro rata portion is Thirteen Point Eighty-Five percent (13.85%).

## **ARTICLE VI - OBLIGATIONS FOR REPAIRS**

Section 1: Landlord's Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the acts or omission of Tenant's sublessees, licensees or contractors, the Landlord shall be required to repair defects, deficiencies, deviations or failures of materials or workmanship in the Leased Premises during the during the first twelve (12) months of the Lease Term hereof. In addition to the foregoing, during the Lease Term, Landlord shall, at its costs and expense, maintain and make repairs as required to keep the systems of the Building, including, but not limited to, the roof, structural, mechanical, façade, windows, HVAC, utility services and doors of the Building, and Parking Lots and other common areas of the subject premises (except for Tenant's obligations set forth in section 2 below of this Article VI) in good condition and state of repair, and further in compliance with state, local and county building codes, laws and regulations.

Section 2: Tenant's Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3: Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and

changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor materially diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not delay or unreasonably withhold such consent. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 4: Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claim or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

## **ARTICLE VII –TENANTS/LANDLORD COVENANTS**

Section 1: Tenant's Covenants. Tenant covenants and agrees as follows:

a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease Agreement, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty, acts of God, riot and insurrection covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;

b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's activities;

c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease Agreement.

Section 2: Landlord's Covenants. Landlord covenants and agrees as follows:

a. Landlord shall provide sufficient and uninterrupted (except for reasonable interruptions required to make repairs) heat, air conditioning, cold and hot water, gas, electricity, and other utilities serving the Leased Premises.

b. Landlord shall permit, with fourteen (14) days' prior notice, Tenant to audit the actual bills, books and records with respect to CAM Charges not more than once per fiscal year of during the Lease Term. In the event of a Tenant delivers notice to Landlord of a dispute with respect to the amount of CAM Charges and the aggregate sum of the expenses paid by Landlord, the parties shall diligently work to resolve such dispute within thirty (30)

days following notice from Tenant.

c. The rules, laws and ordinances of Orlando Park permit the use of the Leased Premises for Tenant's use under this Lease. When delivered to Tenant under this Lease, the Building and the Leased Premises will comply with all rules, laws, orders and ordinances of all legally constituted governmental bodies.

### **ARTICLE VIII - INDEMNITY BY TENANT**

Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord to the extent for which Tenant's insurer is required to, and does so, in accordance with the insurance policy issued by the insurer to Tenant, from all injury, loss, claim or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than \$1,000,000.00\_\_\_\_\_ for injury or death from one accident and \$1,000,000.00\_\_\_\_\_ property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelable without at least ten (10) days prior written notice to Landlord. The term "Landlord" as used in this Article shall include the Board of Trustees, officers, employees and agents of the Village of Orland Park, Illinois.

### **ARTICLE IX - USE OF PROPERTY BY TENANT**

Section 1: Use. The Leased Premises may be occupied and used by Tenant exclusively as a recording studio for the visually disabled along with related office and administrative activities. Nothing herein shall give Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee,

which or who shall use the Leased Premises for any other use, unless prior written consent thereto is given by the Landlord, which consent shall not be unreasonably withheld or delayed.

## **ARTICLE X SIGNAGE**

Section 1: Exterior Signs. Provided Landlord has given its prior written approval (which shall not be unreasonably withheld or delayed), Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace if it shall so elect, signs on the portion of the Leased Premises and Building designated for that purpose by the Landlord, providing that Tenant shall remove any such signs upon termination of this Lease Agreement, and repair all damage occasioned thereby to the Leased Premises and Building.

Section 2: Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

## **ARTICLE XI - INSURANCE**

Section 1: Insurance Proceeds. The Tenant, at its expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with respect to the Leased Premises with minimum coverage as follows: One Million Dollars (\$1,000,000.00). Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a minimum of a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

Section 2: Subrogation. Landlord and Tenant hereby release each other, to the extent of the

insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

## **ARTICLE XII - DAMAGE TO LEASED PREMISES**

Section 1: Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease Agreement and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work or repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2: Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days after the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions in Section 1 of Article VI within six (6) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease Agreement by sending ten (10) days written notice



thereof to Landlord, or, in the alternative, Tenant may, during said ten (10) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease Agreement, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease Agreement may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the later of (i) the occurrence of such damage or destruction and (ii) notice to Tenant that such amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations). Upon termination, as aforesaid, by either party hereto, this and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

### **ARTICLE XIII - DEFAULT**

Section 1: Landlord's Remedies. In the event that:

- a. Tenant shall on three or more occasions be in default (provided Landlord has given Tenant not less than 10 days prior written notice before declaring a default) in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date; or
- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof (provided, however, Tenant is diligently attempting to remove such lien, Tenant shall be entitled to an amount of time as reasonably necessary to cause such lien to be removed in light of the circumstances); or
- c. Tenant shall default in the observance or performance of any of the covenants and

agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease Agreement by giving Tenant notice of termination, in which event this Lease Agreement shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease Agreement, and all rights of Tenant under this Lease Agreement and in and to the Leased Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease Agreement arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease Agreement as provided herein and recover from

Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Leased Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease Agreement, declare immediately due and payable all rents and amounts due and coming due under this Lease Agreement for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said Lease Term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Leased Premises during the term of this Lease Agreement, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Leased Premises; or

iv. Without terminating this Lease Agreement, and with prior written notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Leased Premises or any part thereof, and, at Landlord's option, remove persons and property therefrom, and such property, if

any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Leased Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Leased Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment or any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefore, if such rentals received from such relating shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease Agreement unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without

termination, Landlord may at any time thereafter elect to terminate this Lease Agreement for any such previous default provided same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Leased Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Leased Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease Agreement or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2: Landlord's Self Help. If a default by Tenant shall occur in the performance or observance of any agreement or condition in this Lease Agreement contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant,

and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless there from. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3: Tenant's Self-help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease Agreement contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse

Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent and CAM charges due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

#### **ARTICLE XIV - TITLE**

Section 1: Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease Agreement without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 2: Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor.

#### **ARTICLE XV - EXTENSIONS/WAIVERS/DISPUTES**

Section 1: Extension Period. Any extension of the term hereof shall be Subject to the provisions of Article III hereof.

Section 2: Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease Agreement or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease Agreement, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease Agreement as extended or renewed, prorated

and payable for the period of such occupancy.

Section 3: Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease Agreement shall be deemed a waiver of a breach of any other provision of this Lease Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease Agreement or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4: Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof; the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the



party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease Agreement and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5: Tenants Right to Cure Landlord's Default. In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents and CAM charges herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant. In case of any foreclosure on the building or a change in title to the building through foreclosure or otherwise, Tenant' rights under this Lease shall not be disturbed by such Transfer and this Lease shall remain in full force and effect in accordance with its terms and conditions.

Section 6: Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

## **ARTICLE XVI - PROPERTY DAMAGE**

Section 1: Loss and Damage. Notwithstanding any contrary provisions of this Lease Agreement, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VI hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2: Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

## **ARTICLE XVII - MISCELLANEOUS**

Section 1: Assignment and Subletting. Tenant shall not assign this lease or sublet any portion of the Leased Premises without prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. Any such assignment or subletting without consent shall be void

and, at the option of the Landlord, may terminate this Lease Agreement.

Section 2: Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3: Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease Agreement is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4: Invalidity of Particular Provision. If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 5: Captions and Definitions of Parties. The captions of the Sections of this Lease

Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease Agreement otherwise provided, the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 6: Brokerage. No party has acted as, by or through a broker in the effectuation of this Lease Agreement, except as set out hereinafter.

Section 7: Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease Agreement shall not be modified in any way except by a writing executed by both parties.

Section 8: Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties herein waive trial by Jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cook County, State of Illinois. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the substantially prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to

which the substantially prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 9: Waiver by Tenant. Tenant hereby waives any and all right to assert affirmative defenses or counterclaims in any eviction action instituted by Landlord with the exception of an affirmative defense based upon payment of all amounts claimed by Landlord not to have been paid by Tenant. Any other matters may only be advanced by a separate suit instituted by Tenant.

Section 10: Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 11: Extraordinary Remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement the day and year first above written or have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of

**"LANDLORD"**

**VILLAGE OF ORLAND PARK,  
an Illinois municipal corporation**

By: \_\_\_\_\_  
Authorized Officer

**"TENANT"**

**RECORDING OF THE BLIND AND DYSLEXIC, INC.,**  
a New Jersey not-for-profit corporation

By \_\_\_\_\_  
Andrew Friedman, COO/CFO

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.