

STORE LEASE

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TERM OF LEASE

BEGINNING

ENDING

December 15, 2012 October 31, 2013

MONTHLY RENT

DATE OF LEASE

LOCATION OF PREMISES

All utility expenses only. December ____, 2012

9645 W. 143rd Street, Orland Park, Illinois
1-Story Brick Commercial Building
[approximately 1,550 square feet]

**Purpose:
Construction Office**

LESSEE (a/k/a Tenant)

James McHugh Construction Company
1737 S. Michigan Avenue
Chicago, Illinois 60616
Telephone: (708) 403-4842

LESSOR (a/k/a Landlord)

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Telephone: (708) 403-6155

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purposes the premises designated above (the "Premises"), together with the appurtenances therefore for the above Term

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** None, except for Tenant's obligation to promptly pay when due all utility expenses and charges incurred or caused by Tenant's use and occupancy of the Premises.

2. WATER, GAS AND ELECTRIC CHARGES. Lessee will pay all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable. The utilities, other than water, are to be separately metered. The Lessor represents that those meters have been or will be installed by Lessor.

3. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained which consent shall not be unreasonably withheld or delayed; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained which consent shall not be unreasonably withheld. If Lessee, or anyone or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages. This Paragraph is clarified / revised to accommodate assignments by Lessee to affiliates and to permit transfers by Lessee due to merger.

4. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

5. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

6. REPAIRS AND MAINTENANCE. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. Lessee shall not be required to repair or replace structural components of the premises, any exterior components of the premises, nor be responsible for the replacement or major repair of any utility system.

7. ACCESS TO PREMISES. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of

“For Sale” and “For Rent”, and Lessee will not interfere with the same; provided, however, such activity by the Lessor shall not interfere with the business of Lessee. **Notwithstanding the above to the contrary: security needs of the Lessee will not allow the Lessor to have pass keys.** [However, Lessee nevertheless agrees to provide access to Lessor for purposes of showing the Premises to prospective new tenants in those circumstances in which Lessee has: (a) vacated/abandoned the Premises; and/or (b) failed to timely exercise its renewal option.

8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up or any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape or steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, all claims for any such damage or injury being hereby expressly waived by Lessee.

9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Except for any interior improvements made necessary by Lessee’s tenancy, which shall be undertaken by Lessee at Lessee’s sole cost and liability, Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained, which consent shall not be unreasonably withheld; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor, which consent shall not be unreasonably withheld; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the expense if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee’s trade fixtures, equipment and movable furniture. **Notwithstanding any other provisions in this Lease (including any riders, exhibits or addenda hereto), the Lessor’s consent as to proposed signage by Lessee shall be within Lessor’s sole and absolute and unfettered discretion.**

10. HEAT. Where building is equipped for the purpose, Lessor shall furnish to Lessee, at Lessee’s expense, a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor’s judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8:00 a.m. nor later than 6:00 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruptions shall not be deemed an eviction or disturbance of Lessee’s use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

11. FIRE AND CASUALTY. In case the Premises shall be rendered untenable by fire, explosion or other casualty, and Lessor estimates that the repairs will take longer than 120 days, then either Lessor or Lessee shall be entitled to terminate the Lease upon written notice to the other. Lessor will notify Lessee of estimated repair time in writing within 30 days following the casualty. If the casualty occurs within the final 6 months of the Lease term(s), then Lessee shall have the right to terminate the Lease.

12. TERMINATION; HOLDING OVER. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or

otherwise, then Lessor may at its option within thirty (30) days after termination of the term serve written notice upon Lessee that such holding over constitutes creation of a tenancy at sufferance. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

13. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of thirty (30) calendar days, or any part thereof, or a material breach of another covenant in this lease contained, then Lessee's right to the possession of the Premises thereupon shall terminate. **Notwithstanding the above to the contrary**, while there is no written notice required or cure period afforded for monetary late payments, by contrast, as to **non-monetary defaults**, thirty (30) calendar days shall be provided to allow Lessee to cure any non-monetary default — EXCEPT however in those instances where Lessee's non-monetary default would pose a dangerous and hazardous condition and/or involve a remediation of a more urgent nature.

14. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute and as provided by the common law duty to mitigate damages), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, "shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

15. COSTS AND FEES. Each party shall be obligated for its own costs, charges and expenses, including fees of attorneys, agents and others retained by such party, incurred in enforcing any of its rights under this lease or in any litigation, negotiation or transaction.

16. CONFESSION OF JUDGMENT. Intentionally Deleted.

17. LESSOR'S LIEN. Intentionally Deleted.

18. REMOVAL OF OTHER LIENS. In the event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove, or initiate actions to cause the removal of, said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejection or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment **OF LESS THAN THE FULL AMOUNT(S) DUE** or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof, **EXCEPT AS THE PARTIES MAY OTHERWISE EXPRESSLY AGREE TO IN WRITING.**

20. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the said notice is accepted, or not accepted, as applicable. Notices that have any legal import shall also be copied in like manner to the respective attorneys for both parties, to wit: **Ben Johnston, McHugh Construction, 1737 S. Michigan Avenue, Chicago, Illinois 60616** for Lessee; and **E. Kenneth Friker of Klein, Thorpe & Jenkins, Ltd., 15010 S. Ravinia, Suite 10, Orland Park, Illinois 60462**, for Lessor.

21. MISCELLANEOUS.

(a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) [Intentionally deleted; not applicable].

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

22. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands of the parties hereto, as of the Date of Lease stated above.

LESSEE (aka Tenant):

**JAMES McHUGH CONSTRUCTION
COMPANY**

By: 
Title: Proj. Manager

LESSOR (aka Landlord):

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

By: 
Title: Paul G. Grimes
Village Manager