

**LEASE AGREEMENT**

STATE OF ILLINOIS  
COUNTY OF UNION

1. THIS LEASE, made and entered into this 15th day of July, 2020, by and between James A. Keller, hereinafter called "LESSOR," and County of Union Redeploy Illinois Program, hereinafter called "LESSEE,"

**WITNESSETH**

In consideration of this writing and the terms and provisions herein contained, the parties hereto agree among themselves as follows:

2. **Description** -- Lessor does hereby Lease unto Lessee and Lessee does hereby take from Lessor the Premises located at and described on the attached Exhibit A, Site Plan, which details the Premises and the Building/Shopping Center of which the Premises are a part, and as follows:  
Office space consisting of approximately 2,100 square feet, located at 3695 E. Vienna, Anna, IL 62906
3. **Terms** – The term of this Lease shall be for 12 months, beginning on the 15<sup>th</sup> day of July, 2020, and terminating on the 14<sup>th</sup> day of July, 2021 with monthly rental of \$700.00. Any and all notices required shall be sent either Certified Mail, or recognized Overnight Courier to the Lessor or the Lessee as shown below or to such other address as a party may specify to the other by written notice in accordance herewith. Notice shall be deemed received on the date of receipt evidenced by the Certified Mail receipt or the Overnight Courier’s statement of delivery. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed delivered seven (7) days after the date the notice was placed in the US mail or two (2) days after placing with the Overnight Courier.

**AS TO LESSOR:**

Name: James A. Keller

Street Number &  
Name: 158 East Vienna Street

City & State: Anna, IL 62906

**AS TO LESSEE:**

Name: Union Co. Redeploy Illinois Program

Street Number &  
Name: P.O. Box 785

City & State: Jonesboro, IL 62952

4. **Late Payment** – Should the Lessee at any time fail to pay said rent within ten (10) days after receipt of written notification from Lessor, Lessee will be in default and Lessor may pursue any remedy Lessor has at law to repossess the Premises. If Lessee fails to commence to cure any other provision within ten (60) days after receipt by Lessee of written notice from Lessor, Lessor may pursue any remedy Lessor has at law to repossess the Premises.
5. **Purposes** – Lessee agrees the Premises are to be used for the purposes of providing services as specified in Lessee's grant from the State of Illinois. Lessor covenants that there are no exclusivity agreements with any other lessees in the building or center of which the Premises are a part that would prohibit Lessee from engaging in any of the services noted above.
6. **Lessee's Repairs and Maintenance** – Lessee will be responsible for repairs to upstairs interior of Premises including above-floor portions of plumbing located within Leased Premises and the first \$200.00 annually of the cost of repair, maintenance and replacement of the upstairs heating, cooling or ventilation systems. Lessee shall return Premises to Lessor at expiration or termination of term or extension thereof in like condition, broom clean reasonable wear, tear casualty thereof, alterations, additions, erections, or improvements permitted pursuant to the Lease or permitted by the Lessor excepted.
7. **Lessor's Repairs and Maintenance** – *Unless such repairs are necessitated by the negligence/careless/irresponsible acts of the Lessee*, Lessor agrees to maintain at Lessor's expense the structural portions and foundation of the Premises and the interior electrical circuits and the exterior of Premises, including the roof structure, gutters, outer walls, windows, doors, door closure devices, plate glass down spouts, fire sprinkler systems, sidewalks, parking area, and electrical, and any below-floor or underground plumbing, sewer and other utilities. Lessor further agrees that it shall be responsible for all damage due to wood destroying or other insects, rodents or fowl. Subject to Lessee's annual obligation to pay the first \$200.00 of the cost of maintenance, repair or replacement of the heating, cooling or ventilation system, Lessor shall, at Lessor's expense maintain, repair or replace any heating, cooling or ventilation systems serving the Premises.

8. **Common Area Maintenance Tax Payments and Insurance Payments:**

**Common Area Maintenance** – Lessor shall at Lessor's sole cost and expense, maintain in good repair, and in a clean and orderly condition, all of the Common Areas, including without limitation all walkways, all parking areas and driveways, all exterior lighting for the Common Areas and all landscaping and in general, Lessor shall maintain the facilities as a first-class shopping center. Lessor warrants that no changes to the Center of Common Areas by Lessor shall materially or adversely affect the parking access or visibility to the Premises.

**Taxes** – (a) Lessor shall pay all taxes, assessments, and other charges which may be levied, assessed or charged against the Demised Premises by governmental process and will make all payments required to be made under the terms of any mortgage which is now or may hereinafter become a lien on the Demised Premises.

(b) Lessee shall pay all operating license fees for the conduct of its business and ad valorem taxes levied upon its trade, fixtures, inventory and stock of merchandise.

**Insurance** – Lessor, at Lessor's sole cost and expense, shall pay the costs of maintaining and providing the insurance policies required of Lessor hereinafter described.

9. **Access by Lessor** – Lessor may, upon one (1) hour notice to Lessee, except in the case of an emergency, in which case Lessor may enter the Premises with or without notice as may be reasonable, enter Premises during Lessee's business hours for the purpose of examining the same or making such repairs as necessary that do not materially interfere with Lessee's conduct of its business. Lessor shall try to perform all work outside Lessee's business hours if possible. Lessor shall give Lessee at least one day's notice prior to entering the Premises after Lessee's normal business hours.
10. **Utilities** – The cost of all gas, electricity, and other utilities used in the Premises during the term hereof shall be paid for by Lessor.
11. **Assignment** – Lessee may not assign this Lease Agreement or sublet the same or any part thereof to any person or corporation without the written consent of lessor.
12. **Erection and Removal of Signs** – Lessee may place signs on both the exterior and interior of the Leased Premises for the purpose of indicating the nature of the business carried on by Lessee in said Premises and shall not damage the Leased Premises in any manner by such installation. At the termination of this Lease, Lessee may remove its signs, and any damage to the Premises caused by removal shall be promptly repaired by Lessee. It is agreed that any signs trade fixtures, office furniture, fixtures, and equipment may be removed by Lessee at the expiration or earlier termination of the Lease Agreement, or any renewal or extension thereof.
13. **Casualty** – Should the Premises or the building of which the Premises are a part be partially or totally destroyed by fire or other cause or should be damaged by any cause to such an extent that rebuilding or repairs cannot be made within sixty (60) days from the date of the fire or other cause of damage, Lessee or Lessor shall have the option to terminate this Lease and Lessee's liability under the Lease shall cease as of the date of such damage.
14. **Attorney's Fees** -- If Lessor or Lessee litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the

successful litigant at trial and on any appeal. If, without fault, either Lessor or Lessee is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability and expense including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation. For the purposes of the Lease, the successful litigant is the one who recovers the net judgment in claims for monetary damage and the one who recovers substantially the relief it sought in claims that do not involve monetary damages.

15. **Eminent Domain** – Should the Premises described herein, or any part thereof, be taken by condemnation or eminent domain by any local or political authority or subdivision thereof, having such power so that the Lessee cannot carry out its purpose or objects on said Premises, this Lease and lessee's liabilities under the Lease shall terminate upon such taking. Any monies prepaid by Lessee shall be refunded to Lessee upon such termination.

16. **Adverse Legislation** – It is agreed by and between the parties hereto that if during the term of this Lease or any extension thereof any law, decision, regulation or condition exists, continues or is made effectual in this City, State, or Nation, which in the judgment of the Lessee adversely affects or makes it unprofitable for the Lessee to carry on its business in these Premises, then in any such event this Lease may be cancelled by the Lessee by service a written notice of cancellation on the Lessor or its authorized agent. This Lease is contingent upon Lessee being granted all licenses/permits necessary to operate where the Premises are located under the provisions of any municipal, county, state or Federal entities.

17. **Insurance**

A. **Fire/Casualty Insurance by Lessor:** During the Base Term and any Renewal Term, Lessor covenants and agrees to maintain in full force a policy or policies of insurance on the Building providing insurance protection against risks of direct physical loss specifically including protection against damage or destruction by fire and other casualties excluding flood earthquake and vandalism insurance (formerly known as "All Risk Insurance"). Said insurance shall be in the amount equal to the full replacement value of the permanent improvements thereon under a policy or policies issued by responsible insurance companies and authorized to do business in the State of IL. Lessee agrees that it will not do or keep anything in or about the Premises which will contravene the Lessor's policies insuring against loss or damage by fire or other hazards, or which will prevent the Lessor from procuring such policies from companies acceptable to the Lessor at reasonable rates. Lessor shall provide evidence of said insurance coverage to Lessee.

B. **Fire/Casualty Insurance by Lessee:** During the Base Term and any Renewal Term, Lessee covenants it will maintain in full force a policy of insurance on its personal property, fixtures, equipment and merchandise therein, etc. (for which Lessee is contractually responsible) providing insurance protection against risk of direct

physical loss, specifically including protection against damage or destruction by fire and other casualties excluding flood, earthquake and vandalism insurance (formerly known as All Risk Insurance). Lessor agrees that it will not do or keep anything in or about the Premises which will contravene the Lessee's policies insuring against loss or damage by fire or other hazards, or which will prevent the Lessee from procuring such policies from companies acceptable to the Lessee at reasonable rates. Further, lessor covenants and agrees that it will require all other lessees of the building/project/shopping center/etc. to carry, at a minimum, the insurance coverage to Lessor.

- C. **Liability Insurance by Lessor:** Lessor shall provide and keep in force a general liability policy or policies in standard form issued by reliable companies approved by both parties and licensed to do business in the State of IL, protecting both the recovery being waived by the Lessor against Lessee, its successors and against any and all liability occasioned by occurrence accident or disaster on the Demised Premises and/or the Common Improvements, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single amounts not less than \$1,000,000.00 and to have aggregate limits of not less than \$2,000,000.00 for each policy year. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer evidencing such insurance with proof of payment of premium, shall be deposited with the Lessee upon issuance.
- D. **Liability Insurance by Lessee:** Lessee shall provide and keep in force, for the benefit and protection of Lessor and Lessee as their respective interest may appear, a general liability policy or policies in standard form issued by reliable companies approved by both parties and licensed to business in the State of IL, protecting both the recovery being waived by the Lessee against Lessor, its successors and assigns against any and all liability occasioned by occurrence accident or disaster on Demised Premises,, the Building and/or the Property, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single amounts not less than \$1,000,000.00 and to have aggregate limits of not less than \$2,000,000.00 for each policy year. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer evidencing such insurance with proof of payment of premium, shall be deposited with the Lessor upon issuance.
- E. **Mutual Indemnification:** The Lessee agrees to indemnify and hold and save Lessor, its agents, employees tenants and visitors, harmless at all times during the primary term and any extension hereof, from and against any losses, damages, costs, or expenses on account of any claim for injury, including Covid-19 and other contagions, death, or damage either to person or property sustained which arises out of the use and occupancy of the Demised Premises by the Lessee, its agents, employees, invitees, and customers (except those resulting from Lessor's willful,

negligent or unlawful acts or omissions). Lessor shall give Lessee notice of all claims made against the Lessor that come within the scope of the indemnification in this paragraph and shall not settle any such claim without the Lessee's written consent.

The Lessor agrees to indemnify and/or hold and save the Lessee harmless, at all times during the Base Term and any extension hereof, from and against any losses, damages, cost, or expenses on account of any claim for injury by a third party, including Covid-19 and other contagions, death or damage either to person or property, against the Lessee, which arises out of the use and occupancy of the Common Areas and/or Demised Premises by the Lessor, its agents, employees, invitees, and customers (except those resulting from Lessee's willful, unlawful or negligent acts). Lessee shall give Lessor notice of all claims made against the Lessee that come within the scope of the indemnification in this paragraph and shall not settle any such claim without the Lessor's written consent.

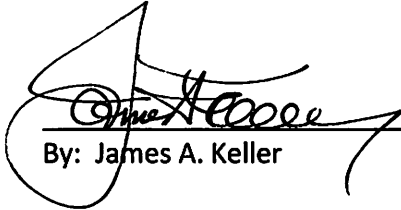
- F. **Copies:** All policies required by this Lease shall be in such form and with such insurance company as shall be reasonably satisfactory to both parties with provisions for at least ten (10) days' notice to the party not responsible for procuring the policy. At least ten (10) days before the expiration of any such policy, the party responsible for procuring the insurance shall supply the other party with a substitute therefore or with evidence of payment of premiums therefore and a certificate of insurance detailing such coverage. In the event either party does not maintain the insurance herein called for, the other party may obtain said insurance and the party responsible for procuring the policy shall reimburse the other party for the premiums on said insurance on demand.
- G. **Mutual Subrogation:** Lessor and Lessee hereby grant to each other, on behalf of any insurer providing insurance to either Lessor or Lessee as required by this Lease, improvements thereon or contents thereof, a waiver of any right of subrogation by any such insurer that each may acquire against the other by virtue of payment of any loss under such insurance. Each of the parties hereby waives any rights it may have against the other party on account of any loss or damage to its property (including the Premises and its contents) which arises from any risk ordinarily covered by fire and extended coverage insurance or any other insurance required to be carried hereunder, whether or not such other party may have been negligent or at fault in causing such loss or damage. Each party shall obtain a clause or endorsement in the policies of such insurance which either party obtains in connection with the Premises or Demised Premises to the effect that the Insurer waives, or shall otherwise be denied the right of subrogation against the other party for loss covered by such insurance. Should Lessor or Lessee be unable, unwilling, or otherwise fail to obtain such waiver of subrogation from its insurance carrier, this subsection G shall be void and considered deleted from the Lease/Agreement.

- 18. Environmental** – Lessor represents and warrants to Lessee that Lessor has no knowledge and has received no notice of any pollution, health, safety, fire, environmental, sewerage or building code violation or asbestos as those terms are defined in any hazardous substances laws and Lessor will indemnify and hold harmless Lessee, its directors, officers, employees and any assignees, Sub-Lessees or successors to Lessee's interest in the Premises, from and against any and all losses, claims, damages, penalties, and liability including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel, including without limitation of all consequential damages, directly or indirectly arising out of the use, generation, storage, release, or disposal of hazardous materials by Lessor, its agents, or contractors prior to or after the execution of this Lease. The provisions of this Lease relating to hazardous substances will survive the expiration or termination of this Lease.
- 19. Condition of Premises** -- Lessor represents and warrants to Lessee that on the date of delivery of possession of the Premises to Lessee the Premises will be in compliance with all laws, ordinance, orders, rules, regulations, and other governmental requirements relating to the use, condition, and occupancy of the Premises and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any similar body having jurisdiction over the Premises or the building of which the Premises are a part (including but not limited to ADA requirements). Lessor further warrants the HVAC, electrical, and plumbing systems will be in good working order upon delivery of the Premises to the Lessee.
- 20. Liens** – This Lease does not grant a lien or any other express or implied security interest to Lessor with respect to Lessee's property.
- 21. Parking** – Lessee's employees and business invitees shall have the right to use adequate designated parking spaces in the parking area adjacent to the Premises.
- 22. Consent** – Lessor and lessee covenant that any consent or approval required of either party herein shall not be unreasonably withheld or delayed.
- 23. Marketable Title** – Lessor covenants that it has good and marketable title to the Premises in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens or defects in title. (If there be any, they are set forth as Exhibit "C" attached hereto and made a part hereof.) Lessor further covenants that there are no restrictive covenants, zoning or other ordinances or regulations, which will prevent Lessee from conducting its usual business in the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed and delivered on the 24<sup>th</sup> day of July, 2020.

LESSOR:

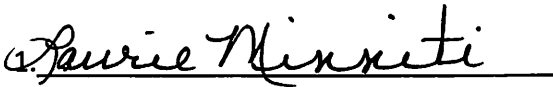
LESSEE: Union County Redeploy Illinois

  
By: James A. Keller

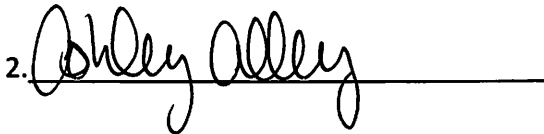
  
By: Keri Clark

Witnesses as to Lessor:

Witnesses as to Lessee:

1. 

1. 

2. 

2. 