

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (“**Agreement**”), made this ____ day of _____, 2018 (“**Effective Date**”) between **LEWIS UNIVERSITY**, an Illinois not-for-profit corporation (“**Lessor**”) with its principal offices located at One University Parkway, Romeoville, Illinois 60446-2200 and the **VILLAGE OF ROMEOVILLE**, an Illinois home rule municipal corporation (“**Lessee**”), having its principal offices at 1050 West Romeo Road, Romeoville, Illinois 60446. The Lessor and Lessee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

RECITALS

A. Lessor owns certain real estate shown on the Tax Map of the City of Romeoville as Permanent Index Number 11-04-15-300-005-0020 and being further described in a Deed as recorded in the Office of the Will County Recorder (the entirety of Lessor’s property is referred to hereinafter as the “**Campus**”).

B. On the Campus, Lessor owns that certain cellular phone and communications tower located generally at 500 Independence Boulevard, De LaSalle Hall, Romeoville, Illinois 60446 (“**Tower**”).

C. Lessor hereby desires to lease and Lessee desires to lease from Lessor a portion of that certain space (“**Tower Space**”) on the Lessor's Tower, as generally depicted on Exhibit “A”, attached hereto.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **RECITALS.** The above Recitals are incorporated into this Agreement as if fully set forth herein.

2. **DEMISE OF PREMISES.** So long as Lessee performs all obligations under this Agreement, Lessor shall lease to Lessee and Lessee shall lease to Lessor that certain Tower Space for the purpose of installing a police communications microwave antenna and for no other purpose whatsoever. In addition to the Tower Space, provided that Lessee performs all obligations under this Agreement, Lessor shall: (a) lease to Lessee that certain space measuring approximately two feet (2’) by two feet (2’) in the basement of property at the Campus’ De La Salle Hall basement communications/telco room and generally depicted on Exhibit “B” attached hereto (“**Server Space**”); and (b) grant to Lessee a non-exclusive, revocable license for ingress and egress from University Drive South to the Tower Space (“**Means of Access**”) to access the Tower Space and the Server Space on the terms and conditions contained in this Agreement (the demise of the Tower Space along with (a) and (b) in this sentence collectively the “**Premises**”). The Lessee acknowledges that the Lessee’s Means of Access: (a) shall be granted through a revocable license hereunder that is personal to the Lessee; (b) shall not be exclusive to the Lessee; (c) shall be used by

all other parties in the sole discretion of the Lessor; (d) shall not run with the land or inure to any successor or assigns other than those expressly authorized under this Agreement; and, (e) shall terminate upon the expiration or earlier termination of this Agreement.

Lessor hereby grants permission to Lessee to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "C" attached hereto ("**Equipment**"). Nothing in this Agreement shall represent or imply that the Campus or Premises can be used for the uses contemplated by this Agreement. Lessee is entering into this Agreement at its sole and exclusive risk that the Premises can be used for the uses stated in this Agreement. The Lessee and all of Lessee's managers, board members, officers, successor and assigns acknowledge that the Premises and all rights and property comprising the Premises have been inspected and approved by Lessee and that Lessee shall take the Premises and all rights and property comprising the Premises in their current AS IS; WHERE IS and WITH ALL FAULTS condition. Lessor makes no representation or warranty as to the condition of the Premises and hereby disclaims any and all representations or warranties as to the Premises, whether actual, implied or imputed by operation of law. Lessee hereby releases Lessor and waives any and all claims or causes of action in any way related to the Premises, the use or operation of the Premises, the availability of any signal on the Tower Space or any other claims or causes of action arising against Lessor, at law or in equity, in any way relating to the Premises, the condition of the Premises or the Lessor's use, operation, management or upkeep of the Premises or Campus.

3. TERMINATION OF PRIOR AGREEMENTS. Upon execution of this Agreement, any and all other agreements, leases or licenses between Lessor and Lessee in any way relating to antennas, cell towers, satellite dishes or other communications devices in favor of Lessee on the Campus (collectively "**Prior Communications Agreements**") are hereby null, void and of no force or effect. Within sixty (60) days' of the Effective Date of this Agreement, all communications facilities, equipment, antennas and property installed or in existence under the Prior Communications Agreement shall be removed at Lessee's sole cost and expense. In connection with the removal of all such equipment under the Prior Communications Agreements, Lessee shall restore, repair and replace all aspects of the Campus to the reasonable satisfaction of the Lessor. Lessee shall provide prior written notice to Lessor and coordinate with Lessor in the removal of all equipment under the Prior Communications Agreements.

4. TERM AND RENT. The term of this Agreement ("**Term**") shall be effective as of the date of execution by both Parties and shall continue for a period of ten (10) years. Upon the expiration of the Term, either Lessor or Lessee may terminate this Agreement upon thirty (30) days' written notice at any time after the expiration of the Term. To lease the Tower Space, the Lessee shall pay to the Lessor as rent One Dollar (\$1.00) per year for each year of the Term.

5. ELECTRICAL SERVICE. At the Lessee's cost, Lessee shall perform all work, coordinate with utilities and run all necessary lines for the Lessee's operation of its Equipment. Lessee shall install a meter for Lessee's electrical service and shall pay for the cost of all electrical service to the Premises. Lessee acknowledges that there is no backup, generator, battery or redundant electrical service to the Premises and that any such redundant or backup electrical service must be installed and maintained by the Lessee at the Lessee's sole cost. Lessee shall be permitted

at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within only the Premises, or elsewhere in such locations as reasonably approved by Lessor. Once the Equipment is operational, Lessor shall undertake commercially reasonable efforts to provide electrical service, and only electrical service, to the Premises. Notwithstanding the foregoing sentence, Lessor shall not be responsible for any disruption, outage or termination of any electrical service within the Premises.

6. RELOCATION AND TERMINATION RIGHTS. Lessee acknowledges and agrees that, in the event of any: (a) interference or disruption of any Lessor or Campus communications antenna, equipment, facilities or signals; (b) any interference or disruption of any antenna, equipment, facilities or signals under any Other Leases (as defined herein); (c) any termination of the antenna or antenna signal for a period of more than ninety (90) days not caused by any casualty; or, (d) any construction, demolition, development or redevelopment of the Campus or Premises that would require the relocation of the Premises or Tower or removal of the Equipment, the Lessor shall have the unilateral right to remove and relocate the Lessee's Premises to another area on Campus in the Lessor's sole and exclusive judgment. In the event of condemnation, material damage, destruction or obsolescence to or of the Tower, the Lessor shall have the unilateral right to terminate this Agreement without any liability to the Lessor.

7. RESERVED RIGHTS. Lessor and Lessee acknowledges that: (a) this Agreement does not impart to Lessee an exclusive right to use or occupy the Tower; and, (b) this Agreement and all Lessee's rights hereunder are at all time subject to other leases and agreements currently in effect or that will be in effect after the Effective Date, including without limitation, that certain Tower Lease Agreement dated August ____, 2016 between Lessor and Chicago SMSA Limited Partnership d/b/a Verizon Wireless (collectively "**Other Leases**"). In addition to the foregoing, Lessee acknowledges that Lessor shall have the right at any time in the event of an emergency to make all inspections, repairs, alterations, additions, and improvements to the Premises, Campus, Tower Space or Means of Access, as may be necessary or desirable for the safety, protection, or preservation of the Premises, Tower or the Campus or Lessor's interest therein or as may be necessary or desirable for the operation or improvement of the Campus. In the event of an emergency situation, Lessor shall provide such notice to Lessee as reasonably practical under the circumstances. In connection with this section, Lessee acknowledges that Lessor shall have the right to maintain a key (along with any key card or access codes) and all other means of access necessary to access all aspects of the Premises and that Lessee shall not change the locks or other security access cards or codes to the Premises without providing Lessor with new keys or access.

8. TAXES. Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Tower, Equipment, Premises or Campus which is the result of Lessee's use of the Premises and/or the installation, maintenance, and operation of the Lessee's improvements. Lessor shall have the right, but not the obligation, at any time during the Term, to apply to the local governmental authorities to obtain a tax division of the Premises from the remainder of the Campus parcel. In such instance, Lessee would be responsible for any tax liability for the Premises individual tax identification number. Lessor and Lessee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed

including franchise and similar taxes imposed upon the business conducted by Lessor or Lessee at the Campus. The Parties acknowledge that each is a tax-exempt entity.

9. USE; GOVERNMENTAL APPROVALS. Nothing in this Agreement shall be construed to provide to Lessee an exclusive right or use of the Premises, with the Lessee's acknowledgment that, in addition to Other Leases, Lessor shall have the unrestricted right to lease or license any or all of the remaining portion of the Premises to any other party, including without limitation, any other communications service provider. All improvements, equipment, antennas and conduits shall be at Lessee's expense. It is understood that Lessee antennas shall be mounted at the level of Tower as proscribed by the Lessor in the Lessor's sole and exclusive judgment. All contractors and subcontractors that shall perform work on behalf of Lessee on Tower shall be subject to prior approval of Lessor. As part of Lessee's installation of its Equipment, Lessee shall perform such other work as requested by the Lessor for the health, safety, welfare, aesthetics and continuity of the Campus. Lessee agrees to coordinate with Lessor the location of all Equipment, personal property, wires and conduits, which Lessor may direct in Lessor's sole discretion. Lessee shall obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities, including without limitation, the Federal Communications Commission (collectively the "**Governmental Approvals**") and provide copies of all Governmental Approvals to Lessor upon Lessor's request. All necessary Governmental Approvals and operating permits shall be obtained at Lessee's sole expense. Lessee shall at all times operate the Premises and Equipment in accordance with any and all federal, state and local laws, codes and ordinances, including without limitation, the Federal Communications Commission.

10. ACCESS TO TOWER; MAINTENANCE OF PREMISES. Lessee, at Lessee's sole cost, shall be solely responsible for all maintenance, repair and replacement of all Equipment and personal property at the Premises as well as all areas of the Tower and Premises in proximity to any Equipment or affected by any Equipment. Lessor shall not be responsible for any maintenance, repair or upkeep of the Tower other than such necessary maintenance and repairs to avoid waste. During emergency situations, which are defined as threats of imminent harm to person or property, Lessor agrees the Lessee shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. During any other times other than emergency situations, Lessee shall provide at least three (3) days' prior written notice and coordinate any access, maintenance and work at the Premises with the Lessor's approval. Lessee acknowledges that periodic university functions may interfere with Lessee's desired time or means to perform maintenance or access the Premises and that the Lessor's disapproval for access to the Premises shall not be deemed unreasonable if the Lessor reasonably believes that the Lessee's activities will unreasonably interfere with any Campus or student activities. Only authorized engineers, employees or properly authorized contractors of Lessee or persons under their direct supervision will be permitted to enter said Premises. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space. Lessee shall supply to Lessor

all drawings, as-built drawings and specifications in connection with any improvements or work performed on the Campus.

11. INTERFERENCE. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or Other Lessees of the Property, including any technology systems operated at the Campus, which exist on the Campus at any time. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing at the Lessee's sole cost. In the event the interference continues, Lessor may terminate this Agreement as provided in Section 6 hereof. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, eviction, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), Equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. Lessor agrees and acknowledges that, so long as Lessee is not in default under this Agreement, all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If Lessee fails to timely or adequately remove the Equipment and property as provided in this Agreement, Lessor shall have the right to remove such Equipment and personal property and restore the Premises at the Lessee's cost and expense.

13. INDEMNIFICATION. Lessee shall indemnify, defend reimburse, protect and hold harmless Lessor and their Indemnitees (as defined herein) from and against all third party claims, liability and/or damages arising from or related to the acts or omissions of the Lessee or the Lessee's agents, employees, contractors, successors and assigns relating to their use, possession, or occupancy of the Premises, their performance under this Agreement or their use or occupancy of the Campus. For purposes of this Section 13, the Lessor's "**Indemnitees**" shall mean, singularly and collectively, the Lessor and the Lessor's officers, directors, shareholders, partners, members, trustees, agents, employees, independent contractors, consultants, licensees, concessionaires, customers, guests, invitees or visitors and to all persons and entities claiming through any of the foregoing persons or entities.

14. INSURANCE.

(a) Despite the indemnity in Section 13, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Campus, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of

whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Campus shall waive the insurer's right of subrogation against the other Party.

(b) Lessee will maintain at its own cost:

- i. Commercial General Liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

Lessee will include the Lessor as an additional insured on the Commercial General Liability and Auto Liability policies and promptly provide certificates of insurance showing Lessor's additional insured status.

15. LIMITATION OF LIABILITY. Except for indemnification pursuant to Section 13, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding any other provision in this Agreement to the contrary, Lessor assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Premises. Lessor shall not be liable for any accident or injury to any person(s) or property in or about the Premises or Campus which are caused by the conduct and operation of that business or by virtue of equipment or property of Lessee in the Premises.

16. LESSOR EXCULPATION. Lessee, on behalf of itself and of all Lessee agents, employees, contractors, successors and assigns, and as a material part of Lessor agreeing to enter into this Agreement, hereby waives, to the fullest extent permitted by law, all claims against Lessor for loss, theft or damage to goods, wares, merchandise or other property (whether tangible or intangible) in and about the Premises or Campus, for loss or damage to Lessee's operations, business or other economic loss (whether direct, indirect or consequential), and for the injury or death to any persons in, on or about the Premises or Campus, with the sole exception for damage or loss directly and solely caused by Lessor's willful misconduct.

17. QUIET ENJOYMENT. Lessor covenants that Lessee, on paying the rent and performing the covenants in this Agreement, shall peaceably and quietly have, hold and enjoy the Premises.

18. INTEGRATION; SEVERABILITY; WAIVER. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Lessor and Lessee and that no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. GOVERNING LAW AND VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Illinois, without effect of choice of law provisions. Any action brought under this Agreement shall be initiated in the Circuit Court of Will County, Illinois or in the federal Northern District of Illinois.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Lessor: Lewis University
One University Parkway
Romeoville, IL 60446
Attn: _____

Lessee: Village of Romeoville

Attn: _____

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

22. ESTOPPELS, SUBORDINATION AND NON-DISTURBANCE. Lessor shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Campus. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by Lessor which from time to time may encumber all or part of the Campus, Tower or right-of-way; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Campus, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below ("**Non-Disturbance Agreement**"), and shall recognize Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Campus, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill Lessor's obligations under the Agreement, and (3) promptly cure all of the then-existing Lessor defaults under the Agreement. Lessee shall from time to time during the Term within ten (10) days' following the request of the Lessor, execute and deliver to the other an "**Estoppel Certificate**" certifying that this Agreement is in full force and effect, all obligations and undertakings of each Party has been completed, the date through which Rent and other charges under this Agreement have been paid, and any other factual matter reasonably requested by the Lessor. If Lessee fails to complete an Estoppel Certificate within said ten-day period, Lessor may act as Lessee's agent and attorney-in-fact and complete the Estoppel Certificate to the best of Lessor's actual knowledge.

23. RECORDING. No Party shall record this Agreement or any memorandum of this Agreement. Any recording of this Agreement or memorandum of this Agreement shall be *void ab initio*. Lessor is hereby granted an attorney in fact coupled with an interest to act as Lessee's agent to record a document terminating and nullifying any recording of this Agreement.

24. DEFAULT. In the event there is a breach by Lessee with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach. In the event there is a breach by Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Section.

25. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. If Lessor so performs any of Lessee's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by Lessor shall immediately be owing by Lessee to Lessor, and Lessee shall pay to Lessor upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Lessee hereby acknowledges Lessor's rights of distraint and forcible entry and detainer as provided by Illinois law. Each right and remedy of Lessor under this lease or now or hereafter available to Lessor by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights or remedies shall preclude or otherwise affect the simultaneous or later exercise by Lessor of any or all such other rights or remedies.

26. ENVIRONMENTAL. Lessee hereby covenants and agrees that (i) no activity shall be undertaken on the Premises, nor shall any activity be undertaken within the Campus by Lessee or its agents, employees, contractors, or invitees, which would in any event cause (a) the Premises or the Campus to become a hazardous waste treatment, storage or disposal facility regulated or subject to regulation under any relevant environmental law, code, regulation or ordinance ("**Environmental Law**"); (b) a release of any hazardous material into the environment at, on, in, under, above, through, or surrounding the Premise or the Campus; or, (c) the discharge of pollutants or effluents into any water source or system, which would require a permit under any federal law, state law, local ordinance or any other Environmental Law pertaining to such matters; (ii) Lessee shall at its sole cost and expense comply with, and ensure compliance by its agents, employees, contractors, or invitees with, all applicable Environmental Laws relating to or affecting the Premises and the Campus, and Lessee shall keep the Premises and the Campus free and clear of any liens imposed pursuant to any applicable Environmental Laws arising out of Lessee's use of the Premises, all at Lessee's sole cost and expense; (iii) Lessee will, at Lessee's sole cost and expense, obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with all applicable Environmental Laws (the "Permits") and Lessee at all times shall remain in full compliance with the terms and provisions of the Permits; (iv) Lessee shall immediately give Lessor oral and written notice in the event that Lessee receives any communication from any governmental agency, entity, or any other party with regard to hazardous materials (as mentioned in any Environmental Laws) on, from or affecting the Premises or the Campus or otherwise with respect to Lessee's use and occupancy of the Premises or the operation of Lessee's Equipment thereon; and (v) Lessee shall, at Lessee's sole cost and expense, conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all hazardous

materials on, from or affecting the Premises or the Campus, or, where resulting from acts or omissions of Lessee or its agents, employees, contractors and invitees in accordance with all applicable Environmental Laws. Lessee hereby indemnifies Lessor and agrees to hold Lessor and Lessor's lenders harmless from and against any and all liens, demands, suits, actions, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Lessor and/or the Premises, or Campus, with respect to, or as a direct or indirect result of any violation of any Environmental Law or any release of any material regulated under any Environmental Law or the failure by Lessee to comply fully with the terms and provisions of this section.

27. CASUALTY AND CONDEMNATION. In the event of any taking of any of the Tower or Premises by any governmental body or in the event of damage by fire or other casualty to any part of the Tower or Premises, Lessor shall determine, in its sole and exclusive judgment, whether Lessor shall repair the Premises or whether Lessor shall terminate this Agreement. If the Lessor decides to terminate this Agreement, all obligations under this Agreement, except for those that intentionally survive the termination of this Agreement, shall be null, void and unenforceable.

28. APPLICABLE LAWS. During the Term, other than for the actions or omissions of the Lessee or the Lessee's agents, employees or contractors, Lessor shall maintain the Property and all structural elements of the Premises in substantial compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (a) all Laws relating solely to Lessee's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises.

29. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

30. CUMULATIVE RIGHTS AND REMEDIES. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

31. NO PUBLIC DEDICATION. Nothing in this Agreement shall be deemed to effectuate an intent to publicly dedicate any aspect of the Property or to effectuate the acceptance of any dedication of any aspect of the Property.

32. LIMITED ASSIGNABILITY. All rights granted to Lessee in this Agreement shall not be further assignable by Lessee except as required to undertake the Easement Rights hereunder.

33. NO THIRD PARTY BENEFICIARIES; NO PARTNERSHIP. No other parties other than the Parties to this Agreement shall be deemed to be beneficiaries or third party beneficiaries to this Agreement. Nothing in this Agreement shall be deemed to create a partnership, joint venture, trust or other business venture.

34. AMBIGUITY IN DRAFTING. The Parties hereto acknowledge that each Party has significantly taken part in drafting this Agreement; and as a result, any ambiguity in this Agreement shall not be construed for or against one Party or another.

[signature pages to immediately follow]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Lessor:

LEWIS UNIVERSITY

an Illinois not-for-profit corporation

By:_____

Name: _____

Its:_____

Lessee:

VILLAGE OF ROMEOVILLE

an Illinois home rule municipal corporation

By:_____

Name: _____

Village Manager

ATTEST:

By:_____

Name: _____

Village Clerk

Exhibit A

Tower Space

(see attached document)

Exhibit B

Server Space

(see attached document)

Exhibit C

Equipment

[INSERT]