

LEASE

THIS BUILDING LEASE (the "Lease") is made this 20th day of November, 2019, by and between the Village of Romeoville, an Illinois home rule municipal corporation, ("Landlord"), and Agencyrts, LLC, a Delaware limited liability company, d/b/a Xtreme Speed Athletic Performance ("Tenant"), who hereby mutually covenant and agree as follows:

ARTICLE I. GRANT AND TERM

1.0 GRANT. For and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord, certain premises containing one (1) building space ("Tenant Space") of approximately 1,660 rentable square feet, which space is generally depicted on the building lay-out plan on Exhibit A attached hereto and which is commonly located within the commercial building known as the Edward Hospital Athletic & Event Center ("Building") located at 55 Phelps Avenue, Romeoville, Illinois ("Real Estate"), together with all easements and appurtenances belonging to or in any way pertaining to the premises (the Tenant Space, and the rights hereunder granted to Tenant to use areas of the Building and the Real Estate other than the Tenant Space are hereinafter sometimes collectively referred to as the "Leased Premises").

1.1 TERM. The term of this Lease (the "Term") shall begin as of December 1, 2019 ("Commencement Date"), and shall continue for a Term ending on November 30, 2020 ("Termination Date"), unless sooner terminated or extended pursuant to the provisions of this Lease.

ARTICLE II. POSSESSION; TENANT SPACE IMPROVEMENTS; SIGNAGE

2.0 POSSESSION. Landlord shall deliver possession of the Leased Premises to Tenant prior to the commencement of the Term of this Lease upon Landlord's receipt of a copy of this Lease executed by Tenant and the authorization of the execution of this Lease by the Corporate Authorities of Landlord ("Possession Date"), and Tenant's payment to the Landlord of the Security Deposit required by Article 4.2 of this Lease. The parties anticipate that the Possession Date will be on or about December 1, 2019. Tenant's right to possession of the Leased Premises hereunder shall include the right to have Tenant's staff to have access to the Leased Premises on a twenty-four hour per day, seven day per week basis, and to have Tenant's staff, customers and visitors to have access to the Building during the regular hours that the Building is open to the public.

2.1 CONSTRUCTION. Tenant acknowledges that it plans to construct certain modifications and improvements to the Tenant Space to facilitate Tenant's operation of a business providing athletic performance training or similar services, and Landlord agrees that it shall permit Tenant to construct such modifications and improvements to the Tenant Space at its sole cost and expense and in accordance with all applicable laws, codes and ordinances, including the applicable laws, codes and ordinances of Landlord, provided, however, that Landlord agrees that it shall waive all applicable permit and review fees otherwise payable by Tenant in connection therewith, and

Initial Landlord _____

Tenant _____

provided, further, however, that Tenant shall not be permitted to remove, relocate or alter the room dividing curtain currently existing within the Tenant Space.

2.2 **DIRECTIONAL/INFORMATIONAL SIGNAGE.** Tenant shall be permitted to place directional and informational signage within the Building to inform persons within the Building of the existence and hours of operation of Tenant's business within the Building, and the location thereof within the Building. Such signage shall be permitted to be placed at or near the entrance to the Tenant Space, within the main lobby of the Building, in the hallway immediately adjacent to the Tenant Space, and at the main entrance to the building, subject to the reasonable review of Landlord as to the appearance, exact location, size, design and type of signage.

ARTICLE III. PURPOSE

3.0 **PURPOSES.** The Leased Premises shall be used and occupied for the purposes of Tenant's operation of a business providing athletic performance training or similar services. Tenant shall, at its own cost and expense, obtain any and all licenses and permits necessary for such use, subject to the application of Article 2.1 of this Lease.

3.1 **COMPLIANCE WITH LAWS.** Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Leased Premises and its occupancy thereof and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Leased Premises originating during the Term hereof or any extended term by reason of Tenant's use and occupancy thereof, all at Tenant's sole cost and expense.

3.2 **USES PROHIBITED.** Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any law, statute, rule, order, ordinance, requirement or regulation applicable thereto, and shall not use or occupy the Leased Premises or permit the Leased Premises to be used for any purpose other than the provision of athletic performance training or similar services.

3.3 **HAZARDOUS MATERIALS.** Tenant covenants and agrees as follows with respect to the presence, existence or use of "Hazardous Material" on the Leased Premises, in the Tenant Space or otherwise on the Real Estate:

- (a) Tenant, at its sole cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction thereof concerning environmental, health and safety matters including, but not limited to, any discharge by Tenant into the air, surface water, sewers, soil or ground water of any hazardous material (as defined in Article 3.3(d)), whether within or outside the Leased Premises, in the Building or otherwise on the Real Estate.

- (b) Tenant shall not cause, suffer or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises, in the Tenant Space or otherwise on the Real Estate by Tenant, its agents, employees, contractors or anyone acting under or for Tenant, without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold if Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material will be used, kept and stored in a manner consistent with good engineering and hazardous waste use/storage/disposal practice and in compliance with all laws and regulations relating to any such Hazardous Material so brought upon or used or kept in or about the Leased Premises, in the Tenant Space or otherwise on the Real Estate.
- (c) It shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease pursuant to Article X if (i) the proposed assignee's or sublessee's anticipated use of the Leased Premises involves the generation, storage, use, treatment or disposal of Hazardous Material; (ii) the proposed assignee or sublessee has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous material contaminating a property if the contamination resulted from such assignee's or sublessee's actions or use of the property in question; or (iii) the proposed assignee or sublessee is subject to an enforcement order issued by any governmental authority in connection with the generation, use, disposal or storage of a Hazardous Material.
- (d) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term Hazardous Material includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); or (iv) regulated under the Emergency Planning and Community Right-To-Know Act (42 U.S.C. Section 1100 et seq.)

3.4 **PARKING.** The parking and common areas as shown on the Building site plan attached as Exhibit A-1 shall be, at all times, available for the non-exclusive use of Tenant during the term of this Lease and any extension hereof, provided, however, that the condemnation or taking by any public authority or sale in lieu of condemnation, or any or all of such parking and common areas shall not constitute a violation of this Article. Landlord reserves the right, upon reasonable notice, to (1) change the entrances, exits, traffic lanes and the boundaries and locations of all such parking area(s), provided that any change shall not reduce the number of exclusive parking spaces available to Tenant hereunder and (2) restrict certain portions of the parking areas for the exclusive use of

customers and invitees of other tenants or users of the Real Estate. Landlord, at its sole discretion, shall keep the parking and common areas in a neat, clean and orderly condition. Tenant shall not store, place or deposit rubbish or refuse on the parking lot or common areas except in rubbish receptacles designated by Landlord. Tenant shall not allow any vehicles parked in any parking area or parking space or common area to remain therein for more than one (1) business day without being removed from the Real Estate for twelve (12) consecutive hours. Tenant shall not intentionally or unreasonably obstruct, or cause to be obstructed, any sidewalk or corridor of the common area (s) or any portion thereof. Landlord, or its agents, if Landlord has delegated such privileges, shall have the right, upon reasonable advance notice, to cause to be removed any cars, or other vehicles of Tenant, its employees, or agents that are parked in violation hereof or in violation of rules established by Landlord. Notwithstanding anything in this Lease to the contrary, Tenant and its patrons shall park such vehicles within the common area at their own risk and Landlord shall have no liability for any vandalism, theft or other damage caused to such vehicles except for physical damage caused directly by Landlord or an agent of Landlord while on the Real Estate. Tenant shall indemnify and hold Landlord harmless from any such claim, loss or damage.

ARTICLE IV. COVENANT TO PAY RENT

4.0 BASIC RENT. Tenant covenants and agrees to pay the Basic Rent herein reserved and all other sums which may become due and payable by the Tenant hereunder (sometimes collectively referred to as "Rent"). Tenant shall pay the Basic Rent, in advance on or before the first day of each and every successive calendar month during the Lease Term, as follows:

The Basic Rent shall commence on the Commencement Date, and the initial amount of the Basic Rent shall be One Thousand and No/100 Dollars (\$1,000.00) per month payable on the first day of each month during the first six months of the term hereof, and commencing with the installment of the Basic Rent due and payable on the first day of the seventh month of the term hereof, shall thereafter be One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month payable on the first day of the month for the second six months of the term hereof. Except as otherwise provided herein, the Rent shall not be adjusted except upon mutual agreement of Landlord and Tenant. Rent and other charges to be paid to Landlord under this Lease for any period less than one (1) month shall be prorated on a per diem basis. Tenant shall pay Rent to Landlord at the following address: Village of Romeoville, Attn.: Finance Director, 1050 W. Romeo Road, Romeoville, IL 60446, or such other place as Landlord may from time to time designate to Tenant in writing. Utilities and real property taxes shall be provided for or paid by Landlord at its cost or paid for by tenant at its cost, as the case may be, in accordance with Article XII of this Lease.

4.1 INTEREST ON LATE PAYMENTS. Each and every installment of Basic Rent and each and every payment of other charges hereunder which shall not be paid within five (5) days of when due, shall bear interest at the rate of twelve percent (12%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid.

4.2 SECURITY DEPOSIT. Within two (2) days after the execution of this Lease by Tenant, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) as Tenant's initial Security Deposit. Tenant shall not be entitled to interest on said Security Deposit. The Security Deposit may be applied by Landlord to cure any default of

Tenant under this Lease after expiration of the applicable notice, grace and/or curative period specified therefor and Tenant's failure to so cure the default within such time, if any, as is so specified, and upon notice by Landlord to Tenant of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. Within thirty (30) days after the Termination Date of this Lease and Tenant has vacated the Leased Premises, Landlord shall return to Tenant the balance, if any, of the Security Deposit. In no event shall the Security Deposit be deemed an advance payment of Rent or the last month's rental or the measure of damages for any default by Tenant under this Lease or a bar of defense to any action which Landlord may at any time commence against Tenant. Tenant shall remit to Landlord any deficiency in the Security Deposit promptly upon Landlord's written notice to Tenant.

ARTICLE V. IMPOSITIONS

5.0 COMMON AREA. The Landlord shall (i) supervise and administer the common areas (that is, exposed or enclosed areas, parking lots, sidewalks, landscaped areas and planters and any other areas or facilities which are used in common by tenants or occupants of the Real Estate), (ii) pay all utilities and other costs, taxes, levies and expense of operating the common areas on the Real Estate, general signs and the like; (iii) maintain and repair all such common areas; and (iv) Landlord shall maintain liability insurance for the common area.

ARTICLE VI. INSURANCE

6.0 KINDS AND AMOUNTS. During the term of the Lease, Tenant shall provide such insurance coverages and amounts of insurance as set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by reference.

ARTICLE VII. DAMAGE OR DESTRUCTION

7.0 EFFECT OF DAMAGE OR DESTRUCTION OF BUILDING/LEASED PREMISES. In the event that the Building or the Leased Premises are damaged or destroyed by fire or other casualty to the extent that the same are wholly uninhabitable or unable to be occupied, and the Naming Rights Agreement is terminated pursuant to the provisions thereof, this Lease shall likewise terminate as of the date of such termination of the Naming Rights Agreement, with apportionment of the Rent as of the date of such casualty, provided, however, that in the event of such damage to the Building or Leased Premises that does not result in the termination of the Naming Rights Agreement pursuant to its terms, this Lease shall continue in full force and effect, provided further, however, that the Rent shall abate from the date of such casualty until such time as the Tenant Space has been repaired or restored as required to permit occupancy thereof, as determined by the issuance of a certificate of occupancy by Landlord's Building Department. In the event of partial damage to the Building or the Leased Premises that does not include damage to the Leased Premises and the Leased Premises remain available for occupancy under Landlord's codes and ordinances, and the Naming Rights Agreement is not terminated pursuant to its terms, this Lease shall remain in full force and effect in accordance with its terms.

ARTICLE VIII. CONDEMNATION.

8.0 TAKING OF WHOLE. If the whole of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, including voluntary conveyances made in lieu of such taking or condemnation, or if such a portion of the Leased Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose as expressed in Article 3.0, then in either of such events, the Lease Term shall terminate upon delivery of possession to the condemning authority. Each of Tenant and Landlord shall have the right to negotiate for, request, sue for and receive its own separate award as its respective interest may allow.

8.1 PARTIAL TAKING. If only a part of the Leased Premises shall be so taken or condemned and as a result thereof the balance of the Leased Premises can be used by Tenant for the same purpose as expressed in Article 3.0, this Lease shall not terminate and Landlord shall immediately commence and diligently pursue the repair and restoration of the Leased Premises and all improvements thereon as nearly as practicable to their condition immediately preceding the condemnation. If 50% or more of the Leased Premises shall be so taken or condemned, Tenant may terminate this Lease by giving written notice thereof to the other party within sixty (60) days after such taking. The Rent and all other charges shall be equitably abated following delivery of possession to the condemning body. Each of the Tenant and Landlord shall have the right to negotiate for, request, sue for and receive its own separate award as its respective interest may allow.

ARTICLE IX. MAINTENANCE AND ALTERATIONS

9.0 MAINTENANCE. Landlord shall, shall, at Landlord's cost and expense, keep and maintain the Tenant Space, equipment, fixtures and facilities therein in good condition and repair, provided, however, that Landlord shall not be responsible for the maintenance and repair of fixtures, improvements or equipment within the Tenant Space constructed on installed by Tenant, and the same shall be the responsibility of Tenant at its cost and expense. Landlord shall provide, at its sole cost and expense, basic janitorial services for the Tenant Space. Tenant shall conduct its operations in a safe, clean and healthful condition, in compliance with all applicable laws, ordinances, and health and police regulations and with all applicable rules and regulations of fire underwriters or their fire protection engineers. Landlord shall maintain the heating, ventilating and air conditioning equipment in good working order.

9.1 EXTERIOR MAINTENANCE. Landlord shall maintain the exterior of the Building and the Leased Premises, including, but not limited to the foundation, structural portions of exterior walls and roof, and shall provide parking area and sidewalk snow removal, plowing and salting, landscaping, grass cutting and mowing, tree and bush trimming, parking lot maintenance, sealing and stripping, parking lot lighting fixtures, in good condition and repair, including replacements. In the event of delays in performing snow removal, plowing and salting services due to extenuating circumstances, Landlord shall make salt available at the Building for Tenant to spread for the safety of patients, staff and visitors to the Tenant Space.

9.2 ALTERATIONS. Except with Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, and except as contemplated by Article II of this Lease, Tenant shall not make any improvements, installations, changes, alterations or additions to the Leased Premises or to the Tenant Space or the Building. From and after the date hereof, Tenant, at

Tenant's expense, shall make all additions, improvements, alterations and repairs to the Tenant Space and on and to the appurtenances and equipment thereof as required by any governmental authority having jurisdiction over the Tenant Space and made necessary as a result of Tenant's use and/or occupancy of the Leased Premises. If Landlord shall consent to any alternations, additions or improvements proposed by Tenant (including improvements contemplated by Article II of this Lease), Tenant shall construct the same in accordance with all applicable laws, ordinances, rules and regulations, and shall provide such assurances to Landlord as Landlord shall reasonably require to protect against loss from any mechanics' liens. Tenant shall bear all expenses for and arising from any improvements, installations, changes, additions, alterations and repairs undertaken by or required of Tenant pursuant to this Article 9.2, which said improvements, installations, changes, additions, alterations and repairs shall be the property of Landlord.

9.3 PRECONDITIONS. Before Tenant commences any repairs, restoration, rebuilding, maintenance or alterations to the structural elements of the Tenant Space or the Building, plans and specifications therefore, prepared by a licensed architect reasonably satisfactory to Landlord, shall be submitted to Landlord for approval which approval shall not be unreasonably withheld or delayed. Landlord's issuance of a building permit for any such repairs, restoration, rebuilding, maintenance or alterations shall be deemed evidence that the foregoing condition has been satisfied.

ARTICLE X. ASSIGNMENT AND SUBLETTING

10.0 CONSENT REQUIRED. Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, (a) assign, convey, pledge, encumber or mortgage this Lease or any interest under it, except that Tenant shall have the right to assign this Lease in connection with the sale of the business of Tenant; (b) allow any transfer of any lien upon Tenant's interest by operation of law (except if contested and insured over to Landlord's satisfaction); (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder and Tenant, in the event of a permitted assignment, shall continue to be liable.

ARTICLE XI. LIENS AND ENCUMBRANCES

11.0 TITLE. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises or the Real Estate nor shall the interest or estate of Landlord in the Leased Premises or the Real Estate be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises or the Real Estate arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises and the Real Estate. Tenant shall not, at any time prior to the Possession Date or during the term of this Lease, permit the Leased Premises or the Real Estate to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises or the Real Estate by, or at the direction or sufferance of, Tenant (except if contested and insured over to Landlord's satisfaction).

ARTICLE XII. UTILITIES AND TAXES

12.0 UTILITIES. Landlord shall purchase or provide electric, natural gas, refuse collection, potable water and sanitary sewer service for tenant's use and occupancy of the Tenant Space hereunder at no cost or charge to Tenant, provided, however, that Tenant shall be responsible for any costs or expenses required to connect uses, fixtures, improvements or equipment with the Tenant Space to the aforementioned utility services. Tenant shall be responsible at its own cost and expense for the installation of, connection to and periodic monthly charges association with telephone, internet, wi-fi, cable, satellite or other communications utilities not provided for herein.

12.1 TAXES. Landlord shall pay at its sole cost and expense all real property taxes imposed or levied against the Building or the lease of the Tenant Space.

ARTICLE XIII. INDEMNITY

13.0 INDEMNITY. To the extent not prohibited by law, and except to the extent caused by their negligence, (i) Tenant shall defend, protect, indemnify and save harmless Landlord, its respective members, affiliates, directors, officers, agents, servants and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, reasonable attorneys fees) imposed upon, incurred by or asserted against them by reason of any damage either to person, property or business or resulting from the use by Tenant of the Leased Premises or a breach of Tenant's covenants specifically including, but not limited to the provisions of Article III, subparagraphs 3.1, 3.2 and 3.3; and (ii) Landlord shall defend, protect, indemnify and save harmless Tenant and its members, affiliates, directors, officers, agents, servants and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees) imposed upon, incurred by or asserted against Landlord or Tenant, its members, affiliates, directors, officers, agents, servants and employees by reason of any damage or injury either to person, property or business as a result of (a) any breach or alleged breach by Landlord of any provision of this Lease or any representation or warranty made herein; (b) Landlord's negligence or omission in connection with its obligations hereunder with respect to the maintenance and repair of the Building and the Leased Premises, including all premises liability claims naming Landlord and/or Tenant as defendant(s), except to the extent such damage or injury is caused in whole or in part by the acts or omissions of Tenant or its patrons, and (c) any environmental contamination to the extent not caused in whole or in part by Tenant or its customers.

Landlord agrees to defend and indemnify Tenant when notified of complaints of visitors, athletes, staff and other individuals claiming injuries, costs, losses, liabilities, expenses and or damages directly or indirectly related to the Building (excluding the Leased Premises) in a manner which avoids the need for formal tender of indemnification by Tenant to Landlord.

ARTICLE XIV. RIGHTS RESERVED TO LANDLORD

14.0 RIGHTS RESERVED TO LANDLORD. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself, its beneficiaries and its agents reserves the following rights to be exercised at Landlord's election:

- (a) To inspect the Leased Premises and to make repairs, additions or alterations to the Leased Premises or the Building, at Tenant's expense if such repairs, additions or alterations were obligations of Tenant hereunder; except in case of emergency, all such activity shall be during normal business hours, on 24 hours' oral or written notice to Tenant and with as little interference as possible with Tenant; and
- (b) Intentionally Omitted.

The Landlord may enter upon the Leased Premises for any and all of said purposes and may exercise any and all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession of the Leased Premises, and without being liable in any manner to Tenant, except for intentional damage or negligence.

ARTICLE XV. QUIET ENJOYMENT

15.0 QUIET ENJOYMENT. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord.

ARTICLE XVI. SUBORDINATION

16.0 SUBORDINATION. Tenant shall subordinate its interest to any mortgage of Landlord, provided the mortgagee enters into a non-disturbance agreement allowing Tenant to continue to occupy the Leased Premises and exercise all of its rights under this Lease as long as Tenant is not in default under this Lease.

ARTICLE XVII. SURRENDER

17.0 SURRENDER. Except as otherwise provided herein, upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, including all keys thereto, to Landlord in good condition and repair, reasonable wear and tear excepted.

17.1 REMOVAL OF TENANT'S PROPERTY. Upon the termination of this Lease, Tenant may remove Tenant's trade fixtures, equipment and other personal property, provided, however, Tenant shall repair any injury or damage to the Leased Premises which may result from such removals. Permanent alterations made by Tenant to the Leased Premises other than those set forth in the preceding sentence shall remain the property of the Landlord. If Tenant does not remove Tenant's said property from the Leased Premises prior to the end of the Term, Landlord may, at its option, (i) remove the same and deliver the same to any other place of business of Tenant or

warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery and warehousing to Landlord on demand, or (ii) treat such property as having been conveyed to Landlord with this Lease as by a Bill of Sale, without further payment, whether by set-off, credit allowance or otherwise, by Landlord or Tenant.

17.2 **HOLDING OVER.** Any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at a monthly rental equal to 200% of the Basic Rent, plus all sums otherwise due hereunder. Nothing contained in this Article 17.2 shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises. Acceptance of rent by the Landlord after such termination shall not constitute a renewal nor operate as a waiver of Landlord's right of re-entry or any other right.

ARTICLE XVIII. REMEDIES

18.0 **DEFAULTS.** If default shall be made in the payment of Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for five (5) days after the same was due, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for fourteen (14) days after written notice to Tenant (provided that if not curable within fourteen (14) days, such period shall be extended for not more than an additional thirty (30) days if Tenant commences to cure within such fourteen (14) day period and as long as Tenant diligently pursues such cure), or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant (or if not immediately curable, Tenant fails to commence immediately and diligently pursue such cure), or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant defaults then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with notice to Tenant, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(i) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Leased Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages (a) a sum of money equal to the excess of the present value of the Rent provided to be paid by Tenant for the balance of the Term over the present value of the fair market rent for the Leased Premises, taking into account the time the Leased Premises may be vacant and the expenses necessary to obtain a

replacement tenant or tenants, and commissions and expenses relating to the recovery of the Leased Premises, preparation for reletting and for reletting itself; and (b) the cost of performing any other covenants to be performed by Tenant. For the purpose of determining present value, Landlord and Tenant agree that the interest rate shall be the rate applicable to the then-current yield on obligations of the U.S. Treasury having a maturity date on or about the Termination Date. Should the present value of the fair market rent for the Leased Premises, after deduction of all anticipated expenses of reletting for the balance of the Term exceed the present value of the Rent provided to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord.

(ii) Landlord may terminate Tenant's right of possession and may repossess the Leased Premises by forcible entry and detainer suit, by taking peaceful possession with Tenant's consent or by court order, without terminating this Lease, in which event landlord may, but shall be under no obligation to, relet the same (except to the extent required by applicable law) for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Leased Premises. Landlord shall exercise due diligence in mitigating its damages and shall make reasonable efforts to relet the Leased Premises. If Landlord shall fail to relet the Leased Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the Term as such Rent shall become due and payable hereunder from time to time during the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay the same upon demand therefor from time to time. Tenant shall not be entitled to any rents received by Landlord in excess of the Rent provided for in this Lease. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article 18.0 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

18.1 REMEDIES CUMULATIVE. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

18.2 TENANT TERMINATION. If default shall be made by Landlord under the terms of this Lease, Tenant shall notify Landlord in writing of the default identifying with specificity the nature of the default. In the event that Landlord fails to cure such default within sixty (60) days, Tenant shall have the right to either cure such default or send seven (7) days prior written notice to Landlord to terminate this Lease. If Tenant elects for the right to cure then all expenses paid by Tenant in curing such default, including without limitation reasonable attorney's fees, shall be considered Rent and shall be deducted by Tenant from Tenant's monthly basic rent until Tenant is reimbursed for the amount expended to cure such default.

18.3 NO WAIVER. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of rent or other charges hereunder after notice to Tenant of the termination by Landlord of this Lease or of Tenant's right to possession hereunder, shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed a waiver of Landlord's notice of termination of this Lease or Tenants right to possession and all rights and remedies of Landlord hereunder shall be preserved.

ARTICLE XIX. MISCELLANEOUS

19.0 LANDLORD'S RIGHT TO CURE. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation, reasonable attorneys' fees, shall be considered Rent and shall be paid by Tenant promptly upon demand by Landlord.

19.1 AMENDMENTS MUST BE IN WRITING. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument, duly signed, acknowledged and delivered by the party against which such modification is being asserted.

19.2 NOTICES. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands shall be deemed to have been given upon personal delivery or two days after being deposited in the United States mail, registered or certified mail, return receipt requested, in an envelope properly stamped and addressed to Tenant as shown on the execution page or to such address that Tenant may have furnished by written notice to Landlord, and addressed to Landlord as shown on the execution page, or at such other address as Landlord may have furnished by written notice to Tenant.

19.3 Intentionally Omitted.

19.4 TIME OF ESSENCE. Time is of the essence of this Lease, and of each provision herein.

19.5 RELATIONSHIP OF PARTIES. 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 joint venture by the parties hereto, it being understood and agreed that no provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

19.6 CAPTIONS. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope of intent of the provisions hereof.

19.7 LAW APPLICABLE. This Lease shall be construed and enforced in accordance with the laws of the state of Illinois, excluding the conflicts of laws provisions thereof.

19.8 COVENANTS BINDING ON SUCCESSORS. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. In the event Landlord transfers or encumbers his interest in the Real Estate, except as otherwise provided herein, this Lease and Tenant's rights hereunder shall remain in effect pursuant to the terms hereof so long as Tenant is not in default under the terms hereof.

19.9 BROKERAGE. Landlord and Tenant each warrant to the other that it has had no dealings with any broker or agent in connection with this Lease.

19.10 NOTICE. Any notices required or contemplated hereunder may be addressed as follows, and are effective upon deposit in regular first class US Mail, postage prepaid:

If to Landlord:

Village of Romeoville
Attn.: Steve Gulden
Village Manager
1050 W. Romeo Road
Romeoville, IL 60446

If to Tenant:

Agencyrts, LLC, a Delaware limited liability company,
d/b/a Xtreme Speed Athletic Performance
Attn.: Josh Taylor
2863 W 95th St.
Naperville, IL 60564

19.11 ESTOPPEL CERTIFICATES. Tenant shall from time to time upon not less than ten (10) days prior written request from Landlord execute, acknowledge and deliver to Landlord a written statement certifying, if true, that (i) Tenant has accepted the Leased Premises, (ii) this Lease is unmodified and in full force and effect (or if there have been modifications, stating same), (iii) the Landlord is not in default hereunder and (iv) the Rent and other charges have been paid currently to a specified date. Tenant shall, at the request of Landlord, subordinate this Lease and its rights

hereunder to Landlord's mortgage lender, provided such shall not affect Tenant's rights to possession of the Leased Premises in accordance with the terms of this Lease.

19.12 RULES AND REGULATIONS. Landlord shall have the right to adopt and enforce rules and regulations to govern and control the use of the parking areas and the common areas, odors, lighting, noise, hours of operation, the location of deliveries, temperature maintenance, and outside displays.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

Village of Romeoville, an Illinois home
rule municipal corporation

Mayor John D. Noak

Attest: _____

TENANT:

Agencyrts, LLC, a Delaware limited liability
company, d/b/a Xtreme Speed Athletic
Performance

Attest: _____

EXHIBIT A

BUILDING LAY-OUT PLAN

Initial Landlord _____
Tenant _____

EXHIBIT A-1

PARKING AND COMMON AREAS

EXHIBIT B

TENANT'S REQUIRED INSURANCE COVERAGES AND LIMITS

Contemporaneously with the execution of this Lease and at all times thereafter during the term of this Lease, Tenant shall obtain or have in full force and effect Commercial General Liability insurance coverage insuring Tenant, and Landlord as additional named insured, with respect to occurrences on or about the Leased Premises with such coverage having combined single limits of not less than \$1,000,000.00 for personal injury and death and property damage per occurrence, and not less than \$2,000,000.00 in the aggregate, which coverage shall specifically refer to this Agreement by written contractual liability endorsement. Tenant shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence. All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the Landlord, and shall waive any rights of recovery against the Landlord. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverages required under this Agreement shall be provided to the Landlord at the time Tenant executes this Lease. Notwithstanding any contrary provision hereof, Tenant's right to possession of the Leased Premises may be suspended by Landlord until such time as Tenant shall be in compliance with the foregoing requirements pertaining to insurance.