

LEASE AGREEMENT

PREAMBLE

THIS LEASE AGREEMENT is made and entered into by and between PIOLETTI PIOLETTI & NICHOLS HOLDINGS LLLP, located at 107 E. Eureka St. Eureka, IL 61530 (hereinafter referred to as “Landlord”) and BLOOMINGTON ELECTION COMMISSION, (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant wish to enter into this Lease Agreement (the “Agreement”) for the lease of the premises located at 121 N Main St. 1st Floor Bloomington, IL 61701; and

WHEREAS, the parties hereto desire to reflect the agreed upon terms and conditions of this agreement in writing.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

ARTICLE 1 – PREMISES

1.1 Description. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth, that certain real property and its appurtenances, situated in the County of McLean, State of Illinois and described as follows: premises located at 121 N. Main St., 1st Floor Bloomington, IL 61701, consisting of approximately 3,828 square feet of space, (the “Building”). Tenant shall have use of the 2 restrooms located in the basement floor of the Building.

1.2 Parking Areas. Tenant shall have 6 parking spots designated for their personal use. Parking must accommodate the Environmental Barrier Act, P.A. 84-948 and ADA accessibility standards.

ARTICLE 2- TERM

2.1 Primary Lease Term: The term of this Lease (the “Lease Term” will be for five years, commencing on February 1, 2022 (“Lease Commencement Date”) and ending January 31, 2027 (“Lease Expiration Date”) with such rights of termination and extension of the Lease as are hereinafter set forth. In the event the Lease Commencement Date is other than the first day of a calendar month, the initial Lease Term shall still end on the Lease Expiration Date notwithstanding the aforementioned number of years described for the Lease Term.

2.2. Option Period: Tenant shall have the right to renew their lease for the entire premises described in Section 1.1 above for One (1) additional 5 year term. Tenant shall notify Landlord of their intention regarding their option to renew at least 30 days before the expiration of the current lease term. In the event Tenant exercises their renewal right the Landlord and Tenant shall then execute a new written lease agreement for the option period. Rental rates

under the option period shall be determined consistent with the provisions enumerated in Article 3 Section 3.2.

ARTICLE 3 – RENT

3.1 Rate. This lease is a Gross Lease (“G”) and as such the Base Rent is the entirety of the monthly rent. Therefore, the Tenant is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than as enumerated in Article 12 below), janitorial services, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. Tenant will pay to Landlord, as Base Rent, a fixed rental during the Lease Term, the annual sum of Fifty-seven Thousand Four-hundred Twenty and no/100 dollars (\$57,420.00) payable in equal monthly installments of Four-thousand Sevenhundred Eight-five and no/100 dollars (\$4,785.00) on the first day of the first month of the lease beginning February 1, 2022 (“Rent Commencement Date”). Rent will be payable to the Landlord by check at Landlord’s address specified herein or at such other address as Landlord may from time to time designate in writing. Annualized Base Rent represents a rental rate of \$15.00/sq. ft.

3.2 Adjustment of Rental Rate for 5-Year Option Period. Under the terms of this lease the Tenant has the right to renew the lease for an additional 5-year term per section 2.2 above. Per section 3.1 above the rental rate is \$15.00 sq/ft for the initial period. The rental rate for the option period shall be \$17.00/sq ft or \$65,076.00 per year.

3.3 Late Payment Fees. For any payment not received by the 15th of the month in which it first becomes due there shall be a \$25 late fee attached. For every 5 days additional days beyond the 15th day there shall be \$5 added to said late fee.

ARTICLE 4 – NOTICES AND PAYMENTS

All notices and payments provided for herein shall be made to the respective parties at the following addresses:

To Landlord: PPN Holdings
107 E. Eureka St.
Eureka, IL 61530

To Tenant: Bloomington Election Commission
121 N Main St. 1st Floor Bloomington,
IL 61701

Any notice will be deemed delivered no later than five (5) days after notice is mailed or, if personally delivered, when acknowledged of receipt is signed as provided above. Either party may change its own mailing address by written notice to the other, as provided herein.

Rent payments and regular correspondence will be made to Landlord and Tenant at the addresses above by regular U.S. Mail or in any fashion mutually agreed upon by the parties.

ARTICLE 5 – TENANT IMPROVEMENTS

5.1 Landlord Obligation. Landlord shall professionally clean the floors of the Premise prior to Tenant taking possession. Landlord shall, at its expense, place a sign panel on the southwest corner of the building for Tenant. Landlord shall make all reasonable efforts to cause UPS to relocate their dropbox on the west side exterior of the building.

5.2 Tenant Obligation. Any specialty provisions or equipment needed shall be at the sole cost of the Tenant. Tenant shall be solely responsible for the cost, placement, maintenance, and removal of any and all signage other than the sign panel on the southwest corner of the building outlined in 5.1 above. Before placing any signage on or around the leased premise, Tenant shall obtain explicit approval from Landlord. It is the Tenant's responsibility to ensure that all signage placed on or around the premise complies with local building codes and ordinances. Tenant may install a box for voting purposes on the west side corner of the building in the space where the UPS box has been.

ARTICLE 6 – RIGHT OF POSSESSION

6.1 The Tenant shall have the right to possession on the premise by January 15, 2022 or as agreed up by the parties. No rent will accrue under this Lease until the Premise have been so delivered. If Landlord's ability to deliver possession by the date as set forth in this provision is delayed as a result of any of the following causes, the date for delivery will be postponed without penalty to Landlord for a period of time equivalent to the period caused by such delay:

- Acts of Tenant, its agents, or employees;
- Acts of God, which Landlord could not have reasonably have foreseen or guarded against;
- Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of the Landlord and which cannot be reasonably overcome; or
- Restrictive regulations by the Federal Government which are enforced in connection with a national emergency.

ARTICLE 7 – USE

7.1 Use. Tenant will use the Premises for any lawful purpose.

7.2 Compliance with Laws. Landlord represents and warrants Tenant that, to the best of Landlord's knowledge, the construction (including all Landlord-constructed Tenant Improvements), the current and proposed uses, and the operation of the Building are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state, and federal laws, regulations and ordinances.

7.3 Hazardous Substances. Tenant will comply with all applicable laws concerning the handling or discharge of hazardous materials in connection with its use of Premises.

ARTICLE 8 – INSURANCE REQUIREMENTS

8.1 Tenant's Insurance. Tenant will at all times during the lease, at its sole cost and expense, at all times during the Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Landlord against liability for injury to or death of persons or loss or damage to property occurring in or about Premises. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) combined single limit for personal injury, sickness or death, or for damage or destruction of property for any one occurrence.

8.2 Landlord's Insurance. Landlord will, at its sole cost and expense, at all times during Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers will insure Tenant against liability for injury to or death or persons or loss of damage to property occurring in or about the common facilities. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) combined single limit for personal injury, sickness or death, or for damage or destruction of property for any one occurrence. Landlord will not insure personal property of Tenant.

Further, Landlord will, at its own expense, at all times during the Lease Term maintain a full force property insurance on the Building for the full insurable value of the Building and its permanent improvements. Such insurance will protect against fire and other perils commonly associated with a "broad-form" perils insurance policy.

ARTICLE 9 – WAIVERS OF SUBROGATION

Landlord and Tenant each hereby waive any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of the acts of God or any of the property perils, such as fire and other perils commonly associated with a broad-form insurance policy, whether or not such perils have been insured, self-insured or non-insured.

ARTICLE 10 – REPAIR AND MAINTENANCE

10.1 Negligent Acts or Omissions of Tenant. Notwithstanding this being a Gross Lease as described in Article 3.2 above, Tenant will pay to Landlord the reasonable cost of any repairs or maintenance required as a direct result of the negligent acts or omissions of Tenant, its agents, or employees.

10.2 Failure of Landlord to Make Repairs. If Landlord fails to maintain the Premises or to make repairs within a reasonable time after written notice from Tenant, Tenant may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

ARTICLE 11- ALTERATIONS AND MECHANICS' LIENS

11.1 Alterations. No wall structural, mechanical or electrical alterations or improvements will be made to Premises by Tenant or at Tenant's request without the prior written consent of Landlord, which consent will not be unreasonably withheld. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other installations in and upon the leased premises and fasten the same to the premises. All personal property, whether acquired by tenant at the commencement of the lease term or placed or installed on the premise by the Tenant thereafter shall remain Tenant's property free and clear of any claim by Landlord, and Tenant shall have the right to remove the same at any time during the term of the lease.

11.2 Condition at Termination. Tenant may remove any fixtures, machinery and equipment installed in the Premises by Tenant upon termination of this Lease, if Tenant is not then in default under this Lease and if Tenant repairs any damage to the Premises caused by such removal. Upon termination of this Lease, Tenant will return the Premises in the same condition as when delivered to Tenant, reasonable wear and tear, damage by casualty and alterations approved by Landlord excepted.

11.3 Mechanics' Liens. The parties will keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

ARTICLE 12- ASSIGNMENT & SUBLETTING

12.1 Assignment and Sublet. Tenant will not assign or sublet all or any portion of the premises without the prior consent of Landlord, which consent will not be unreasonably withheld.

12.2 Sublessee Insurance. Tenant will be responsible for ensuring that any sublessee complies with the insurance provisions of Article 8 including that sublessee will, at its sole cost and expense, at all times during the Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Landlord against liability for injury to or death of persons or loss or damage to property occurring in or about Premises. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) combined single limit for personal injury, sickness or death, or for damage or destruction of property for any one occurrence. Failure to comply with this provision or the provisions of Article 8 above will constitute material breach of the lease by Tenant.

ARTICLE 13- RIGHTS OF FIRST REFUSAL

Tenant shall have the right of first refusal to rent the entire basement floor of the Building.

Landlord shall have the right of first refusal on any space the Tenant wishes to sublet.

ARTICLE 14 – ENTRY BY LANDLORD

Tenant will permit Landlord and Landlord's agents to enter the Premises, with reasonable advance notice (except in the case of emergency), provided such entry is made in reasonable manner and does not unreasonably interfere with the conduct of Tenant's business.

Landlord is permitted to make improvements to the premise as it deems necessary.

ARTICLE 15 – DESTRUCTION

15.1 Total Destruction. If the Premises are totally destroyed by fire or other casualty, either Landlord or Tenant may terminate this Lease immediately by giving notice to the other party. In case of destruction during the Lease Term rent will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.

15.2 Partial Destruction.

a. Notification by Landlord. If the Premises are partially destroyed, Landlord must within thirty (30) days of the destruction notify Tenant, in writing, of the time period in which restoration will be complete. If such casualty will render ten (10) percent or less of the floor space of the Premises unusable for the purposes intended, Landlord will effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days of the loss if such loss is not covered by any insurance described in the provisions of this Lease. Rent will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.

b. Notification by Tenant. Tenant may terminate this Lease by giving written notice within thirty (30) days after any of the following: if it is determined Landlord cannot restore the Premises to substantially the same condition as before destruction; if Tenant is notified that such restoration period will be more than one hundred twenty (120) days; if restoration extends beyond the time period for completion as contained in the notification to Tenant unless such extension is due to a reasonable delay. Rent will abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.

ARTICLE 16 – DEFAULT BY TENANT

16.1 Default. If any of the following events occur, each such event will constitute a material breach of this Lease, and Landlord may, at Landlord's option, exercise any or all rights available to a landlord under the laws of the State of Illinois.

- A default in the payment of rent when such default continues for a period of thirty (30) days after written notice, or

- Tenant fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof.

16.2 Remedies. If this lease terminates pursuant to a default by Tenant hereunder, Landlord may immediately enter upon and repossess the Premises and seek any remedies allowable under the laws of the State of Illinois, including specific performance.

ARTICLE 17 - DEFAULT BY LANDLORD

17.1 Default. Landlord will be in default if Landlord fails to perform its obligations under this Lease within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord will not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

17.2 Remedies. If Landlord fails to cure a default within the time period set forth in Section 20.1 herein, Tenant will have the option to terminate this Lease in addition to any other remedies allowable under the laws of the State of Illinois, including specific performance

ARTICLE 18 – LAWS AND CERTIFICATIONS

18.1 Existing Legal Entity. Landlord certified that it is an existing legal entity, and if applicable has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Secretary of State (30 ILCS 500/1.15.80)

18.2 Equal Employment/Non-discrimination. The policy of Tenant and Landlord is to comply with all mandatory Federal and State nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.

18.3 Federal Taxpayer Identification/Legal Entity Certification. Under penalties of perjury, Landlord, by signing this Lease, certifies that the FEIN provided to Tenant is the Federal Taxpayer Identification Number of the Landlord. Landlord also certifies that they are doing business as the following: Limited Liability Limited Partnership.

18.4 Environmental Barriers Act/Handicapped Accessibility. Landlord complies with applicable provisions of the Environmental Barriers Act (410 ILCS 25/1 et seq.) and the Illinois Accessibility Code, 71 Ill. Adm. Code 400.

18.5 State Laws. This Lease is governed and interpreted in accordance with the laws of the State of Illinois.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 Waiver. The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other terms, covenant, or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply it's consent to any subsequent breach of the same or other term, covenant or condition herein contained.

19.2 No Amendments. No amendment of this Lease will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

19.3 Time of the Essence. Time is of the essence of each term and provision of the Lease.

19.4 Binding Effect. Subject to any provision hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, heirs, devisees, legatees, administrators, successors, beneficiaries, and assigns of the parties hereto, as the case may be.

19.5 Invalidity. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

19.6 Commission. Intentionally Omitted

19.7 Signature Authorization. Each individual signing this Lease represents that he/she is authorized to sign on behalf of their respective entity and that the entity is bound by the terms hereof.

ARTICLE 20 – PRONOUNS

Landlord and Tenant will include individuals male or female, singular or plural, corporations or partnerships, as may fit the particular party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS THEREOF, Landlord and Tenant have caused these presents to be executed in the manner appropriate to each, all as of the date and year of the last to sign below.

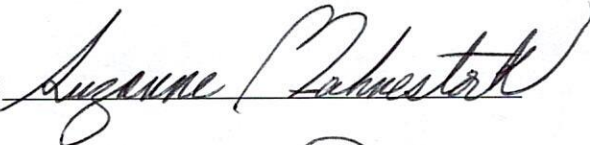
Landlord: PPN Holdings
107 E. Eureka St.
Eureka, IL 61530

By: 

Title General Partner

Date: 1/14/22

Tenant: Bloomington Election Commission
121 N Main St. 1st Floor
Bloomington, IL 61701

By: 

Title Executive Director

Date: January 14, 2022

