

**VILLAGE OF VERNON HILLS
RESOLUTION 2023-037**

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A LICENSE AGREEMENT WITH MIDWEST ENGINEERING FOR USE OF OFFICE SPACE AT 740 LAKEVIEW PARKWAY, VERNON HILLS, ILLINOIS

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Vernon Hills, County of Lake, Illinois is authorized to enter contracts for the purposes of administering its governmental functions; and

WHEREAS, the Vernon Hills Police Department Communications Center at 740 Lakeview Parkway has approximately 4,600 square feet of unused space that has been licensed for office use by Midwest Engineering for the last ten years; and

WHEREAS, The Police Department does not have any foreseeable uses for this space; thus, the Village Board is in agreement with extending the license for an additional five years.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION I. The Village Manager is hereby authorized to execute the License Agreement attached hereto as Exhibit A.

SECTION II. Effective Date. This resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

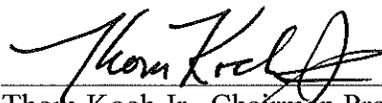
SECTION III. This resolution shall be known as Resolution 2023-037.

Adopted by roll call vote as follows:

AYES: 6 – Forster, Takaoka, Schenk, Marquardt, Oppenheim, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Byrne



Thom Koch Jr., Chairman Pro Tem

PASSED: 10/17/2023

APPROVED: 10/17/2023

ATTEST: 10/17/2023



Kevin Timony, Village Clerk



EXHIBIT A
LICENSE AGREEMENT WITH MIDWEST ENGINEERING

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this 17th day of October, 2023 ("Effective Date") by and between the Village of Vernon Hills, an Illinois home rule municipal corporation, (hereinafter referred to as "Licensor"), and Midwest Engineering, an Illinois interagency cooperative hereinafter referred to as "Licensee").

ARTICLE I. GRANT AND TERM

SECTION 1.01. PREMISES. Licensor hereby Licenses to Licensee for the term and upon the covenants hereinafter set forth, the Premises described as containing approximately Four Thousand Six Hundred Eighty Three (4,683) square feet in the building ("Building") which is located at 740 Lakeview Parkway, Vernon Hills, Illinois. The Licensed space shall hereinafter be referred to as the "Premises".

SECTION 1.02. TERM. The term of this License shall commence on the Effective Date, and shall be for five years from July 1, 2023-June 30, 2028 and is terminable at will by either Licensor or Licensee by delivery to the other party of not less than three (3) months advance written notice of termination ("Termination Notice"), specifying the termination date.

SECTION 1.03. BINDING EFFECT

Notwithstanding the Commencement Date of the term of this License, the parties shall be bound by all the terms, covenants, conditions and provisions contained herein, including but not limited to the provisions of Article IV and Article VIII, from and after the Effective Date.

ARTICLE II. LICENSE FEE AND DEPOSIT

SECTION 2.01. MINIMUM LICENSE FEE.

Commencing July 1, 2023 (hereinafter sometimes referred to as the "Commencement Date"), and on the first (1st) day of each and every month thereafter, Licensee covenants and agrees to pay a License fee in the amount of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) ("Minimum License fee") per month, to Licensor, in monthly installments, in advance. Licensor and Licensee understand, acknowledge and agree the Minimum License fee to be paid by Licensee is not a gross payment, which, except as otherwise may be set forth herein, does not include Licensee's share of utilities and taxes, if any, applicable to Licensee's License of the Premises in the Building.

The License Fee shall increase annually on the anniversary of the Commencement Date by the amount of the increase in the Consumer Price Index ("CPI"). The CPI shall mean the most recently published Chicago-Gary-Kenosha Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).

SECTION 2.02. PAYMENTS BY LICENSEE. Licensee shall pay to Licensor the License fee, which is hereby defined as the sum of the License fee, Licensee's share of the utilities unless separately metered, and the real estate taxes attributable to the Licensee's occupancy, if any, when and as the same shall be due and payable hereunder. Unless otherwise stated, all other sums of money or charges payable to Licensor from Licensee by this License are defined as "Additional License fees" and are due thirty (30) days after the rendering of an invoice therefor and failure to pay such charges carries the same consequences as Licensee's failure to pay the License fee. All payments and charges required to be made by Licensee to Licensor hereunder shall be payable in coin or currency of the United States of America, at the address indicated herein. No payment to or receipt by Licensor of a lesser amount than the then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Licensor may accept such check in payment without prejudice to Licensor's right to recover the balance of any sums owed by Licensee hereunder.

SECTION 2.03. LATE CHARGE. In the event any sums required hereunder to be paid are not received on or before the fifth (5th) calendar day after the same are due, then, Licensee shall immediately pay, as Additional License fee, a late payment service charge equal to ten (10) percent (10%) of the amount required to be paid. Payment of the late payment service charge shall not in and of itself abrogate a Default under this License, unless accepted by Licensor.

ARTICLE III PREMISES

SECTION 3.01. "AS-IS, WHERE-IS" STATE OF THE PREMISES. Licensor owns the Building wherein the Premises is located and Licensee acknowledges and agrees it is in possession of the Premises and accepts the Premises in the "as-is", "where-is" condition as of the Effective Date. Notwithstanding the foregoing, Licensor will deliver the Premises in neat and clean condition and with all light fixtures, doors, security systems (if any) and window treatments in good working order and Licensee shall be entitled to inspect the Premises prior to the Commencement Date to satisfy itself with respect to the condition of the Premises. Further, Licensor represents and warrants to the Licensor's actual knowledge, the Premises are, and Licensor has not received any written notice from any governmental authority that the Premises are not in compliance with applicable governmental laws, ordinances, codes, statutes, regulation or orders. Licensee hereby expressly acknowledges and agrees that Licensor has made no representations or warranties, express or implied, as to the design, adequacy or building code compliance of the Premises for the office use proposed by Licensee. Licensee hereby expressly acknowledges, understands and agrees that there are ten (10) parking spaces located and available for use by the Licensee or its agents, representatives, customers, students, invitees or employees. Additional spaces are available on a first come – first served basis.

SECTION 3.02. SUBSEQUENT ALTERATIONS BY LICENSEE.

(a) Licensee may make subsequent changes, modifications or alterations to the Premises, including but not limited to demolition and erecting partitions, making alterations or additions, but only after prior written consent of Licensor which shall not be unreasonably withheld and a Village

Building Permit is obtained in each instance. Any approved alterations shall be performed in a first-class and workmanlike manner, pursuant to building permits issued by the Village of Vernon Hills and in accordance with all applicable legal and insurance requirements and the terms and provisions of this License.

(b) Any work performed by Licensee, as approved by Licensor in its sole discretion, shall be at Licensee's sole cost and expense (hereinafter referred to as "Licensee's Work). All work done by Licensee shall be at Licensee's sole risk. All work performed by Licensee shall be subject to Licensor's insurance requirements as set forth in Section 3.02(c) and 6.02 hereinbelow. Further, Licensor shall have no responsibility or liability for any loss or damage to any property belonging to Licensee. Licensee agrees to pay for all the utilities used or consumed on the Premises by Licensee on and after the Effective Date. Licensee shall be solely responsible to obtain, at Licensee's sole expense, all certificates, approvals and permits which may be necessary so that a certificate of occupancy for the Premises may be issued.

(c) Prior to the commencement of any work by Licensee, Licensee shall (i) obtain or cause to be obtained public liability and workmen's compensation insurance to cover every contractor and sub contractor to be employed by Licensee or its general contractor which shall name Licensor as an additional insured, and shall deliver duplicate originals of all certificates of such insurance to Licensor for written approval.

SECTION 3.03. LIEN CLAIMS. Licensee shall not permit any lien or claim for lien for any mechanic, laborer or supplier or any other lien to be filed against the Building, the Premises, or any part thereof arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Licensee. In the event that any such lien or claim is filed against the Premises or Building or any portion thereof as a result of any work or act of Licensee, Licensee, at its expense, shall discharge or bond over the same within ten (10) days from the filing thereof or diligently contest such lien and deliver to the Licensor a bond or other security reasonably acceptable to Licensor in the amount of such lien. If Licensee fails to discharge or provide Licensor with security in the amount of or diligently contest said mechanic's lien, such failure shall be a Default hereunder.

SECTION 3.04. AMERICAN WITH DISABILITIES ACTS.

(a) Licensee represents and covenants that it shall conduct its occupancy and use of the Premises in accordance with the Americans With Disabilities Act of 1990 (ADA") (including, but not limited to, modifying its policies, practices and procedures and providing auxiliary aids and services to disabled persons).

(b) Licensee agrees that all of Licensee's Work and any and all future approved alterations or improvements made by Licensee to the Premises (and any other work performed in and about the Premises by Licensee, Licensee's employees, agents or contractors) shall comply with the ADA and, upon request of Licensor, Licensee shall provide Licensor with evidence reasonably satisfactory to Licensor that Licensee's Work was performed in compliance with the ADA. Licensee agrees to save, indemnify and hold Licensor, officers, servants and employees harmless against all claims and liabilities, including but not limited to any fines, penalties and attorneys' fees,

arising from noncompliance of the Premises with the ADA.

ARTICLE IV. CONDUCT OF BUSINESS

SECTION 4.01. USE. Licensee shall use and occupy the Premises for office purposes and any other lawfully permitted uses, and for no other purpose or uses whatsoever.

SECTION 4.02. UTILITIES. Licensee, at its expense, shall arrange for and pay all costs for all utilities and services provided or used in or at the Premises, commencing with the Effective Date and throughout the term of this License. Licensee shall pay directly to the public utility companies the cost of any installation of any and all such utility services, as preapproved by Licensor, in its sole and exclusive judgment and discretion. Licensee agrees to indemnify and hold harmless Licensor from and against any and all claims arising from the installation and maintenance of such utility and other services and from all costs and charges for utilities consumed on or by the Premises.

SECTION 4.03. SIGN. The Parties acknowledges that a monument sign exists outside the Premises and that Licensee at Licensee's option, may but shall not be required to use the monument sign by replacing the wording on the sign face and maintaining the monument sign the format, of which shall be subject to the prior written approval of Licensor and conforming to all applicable legal, building code and insurance requirements. Licensee shall pay for all costs in connection with such change of sign face and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Premises and/or Building thereby. In the event Licensor deems it necessary to remove such sign then Licensor shall have the right to do so. No additional signs which can be seen from the exterior of the Premises shall be installed or displayed in, on or about the Premises referring to Licensee without the prior written consent of Licensor and Licensee.

SECTION 4.04. LICENSEE'S WARRANTIES AND OBLIGATIONS. Licensee warrants, represents, covenants and agrees to and with Licensor, that throughout the term hereof it shall: (i) keep the Premises, including the fixtures, floors, signs and any platform or loading dock used by Licensee clean, neat, sanitary and safe and in good order, repair and condition (including all necessary replacements, painting and decorating), and shall keep all glass in doors, windows and elsewhere clean and in good condition and shall replace promptly all glass which may become damaged or broken with glass of the same quality, ordinary wear and tear and damage by fire or other casualty covered by collectible proceeds of Licensor's insurance excepted; (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Licensee's business or fixtures, and pay when due all fees of similar nature, (iii) not use any advertising medium or sound devices inside the Premises which may be heard outside the Premises, or permit any objectionable odors to emanate from the Premises; (iv) keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Premises; (v) comply with all laws, ordinances, orders and governmental regulations, and with the directions of any public officer authorized by law, with respect to the Premises or the Building and the use and occupancy thereof; (vi) maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Building; (vii) provide trash storage and removal services regardless of the location of any storage and removal facilities, except that if Licensor, in its sole discretion, shall provide trash

services, Licensee shall be obligated to use and pay for the same within ten (10) days of being billed therefor; (viii) to pay, within ten (10) days of being billed therefor, as Additional License fee, the cost of maintenance of Licensee's air conditioning and heating system, including but not limited to changing Licensee's air conditioning filter as necessary, but not less often than five (5) times a year and having Licensee's air conditioner and heater serviced as necessary, but not less often than two (2)times a year or more often if deemed necessary by Licensor.

SECTION 4.05. LEGAL REQUIREMENTS. Licensee shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations and other requirements respecting all matters of occupancy, condition or maintenance of the Premises, whether such orders or directions shall be directed to Licensee or Licensor, and Licensee shall hold Licensor harmless from any and all costs or expenses on account thereof. Licensee shall procure and maintain all licenses and permits legally necessary for the operation of Licensee's business and allow Licensor to inspect them on request.

ARTICLE V. LICENSE TO USE ACCESS AREAS

SECTION 5.01. LICENSE TO USE. During the term of this License, Licensee is granted, subject to rules and regulations promulgated by Licensor from time to time, the

nonexclusive license to permit its customers and invitees to use the sidewalks, hallways, and entrance and exit ways designated by Licensor for access and egress to and from the Premises.

ARTICLE VI. REPAIRS AND MAINTENANCE

SECTION 6.01. LICENSEE'S MAINTENANCE AND REPAIRS. Licensee shall, at its sole cost and expense, maintain the Premises, including the heating, ventilating and air conditioning system and the fixtures, floors, walls, entranceways, signs and any platform or loading dock used by Licensee clean, neat, sanitary and safe and in good order, repair and condition (including all necessary replacements, painting and decorating), and shall keep all glass in doors, windows and elsewhere clean and in good condition and shall replace promptly all glass which may become damaged or broken with glass of the same quality, ordinary wear and tear and damage by fire or other casualty covered by collectible proceeds of Licensor's insurance excepted, the surrounding walls, floor, ceiling, exterior entrances, service areas, and all improvements therein and all appurtenances thereto in good order, condition and repair, making all needed maintenance, repairs and replacements, including, without limitation:

(a) maintaining lighting, heating and plumbing fixtures and heating, ventilating and air conditioning equipment and systems, and the fire protection sprinkler system within the Premises in good order, condition and repair making all needed maintenance, repairs and replacements;

(b) making repairs and replacements as needed to signs, moldings, mullions, frames, doors, hardware, partitions, walls, ceilings, floors, and fixtures;

(c) keeping all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality;

(d) keeping all pipes and drains inside or outside the Premises clean and free of blockage and accumulation of debris or waste of any kind emanating from the Premises, and removing all such waste with proper traps approved by Licensor so as to prevent such waste from accumulating in any drains or pipes or being discharged through any drains or pipes into any system of pipes or sewers located outside the Premises;

(e) making all repairs, alterations, additions or replacements to the Premises required or recommended by any law, ordinance or regulation of any public authority or by fire underwriters or underwriters' fire prevention engineers, keeping the Premises equipped with all safety appliances so required; and

(f) repainting and redecorating the Premises and cleaning carpets at reasonable intervals.

If replacement of equipment, fixtures, units, systems and appurtenances thereto are necessary, Licensee shall replace the same with equipment, fixtures, units, systems and appurtenances of the same quality when new, and shall repair all damage resulting in or by such replacement. Without limitation, Licensee shall be obligated to pay on a pro-rata square footage basis the cost of replacing or altering the HVAC system for the Premises which occurs as a result of any governmental mandatory regulation, law or the like. Notwithstanding the foregoing, in the event that a major repair or replacement cost exceeds ten thousand dollars (\$10,000), Licensor and Licensee agree to share the costs of such repair or replacement equally after Licensor obtains three (3) bids for the work required to be performed.

SECTION 6.02. MAINTENANCE OF HEATING, VENTILATING AND AIR CONDITIONING SYSTEM. Licensee shall, at its sole cost and expense, maintain the service contract with a contractor approved by Licensor, and cause such contractor to perform all needed service, maintenance, repair and replacement of the heating, ventilating and air conditioning system servicing the Premises. Upon request by Licensor, Licensee shall furnish Licensor with a copy of the current service contract, which contract shall be in form and substance reasonably satisfactory to Licensor. Licensee is granted the nonexclusive license to permit its approved contractor to use the hallways, stairways and entrance and exit ways designated by Licensor for access to the HVAC system.

SECTION 6.03. FAILURE TO MAINTAIN OR REPAIR. If Licensee fails to perform any obligation under Sections 6.02 or 6.03, and such failure continues for five (5) days after written notice from Licensor (except in the case of an emergency when no notice shall be necessary), Licensor may, but shall not be obligated to, perform such obligation, and Licensee shall pay to Licensor, upon demand, as additional License fee, the cost of such performance.

SECTION 6.04. LABOR RELATIONS. Licensee shall promptly respond to any complaint or notice received by Licensor or Licensee from a union representative so as to prevent picketing or disruption of work at the Building.

SECTION 6.05. LICENSEE'S FURTHER OBLIGATIONS. If any damage to the Premises or the Building or any equipment or appurtenance therein results from any act or neglect of Licensee, its agents, employees, guests or invitees, Licensee shall be liable therefor and Licensor may, at Licensor's option, repair such damage, and Licensee shall pay to Licensor the total cost of such repairs in excess of amounts, if any, paid to Licensor from Licensor's insurance, if any, covering such damage. If Licensor elects not to repair such damage, Licensee shall promptly repair such damage at its own cost Licensee shall be responsible for the damage, breakage or repair of exterior glass, except to the extent that Licensor receives proceeds from Licensor's insurance specifically covering such damages, breakage and repairs. Notwithstanding any provision of this Article VI to the contrary, Licensee, at its expense, shall make any and all repairs to the Premises as may be necessitated by any break-in, forcible entry, or other trespass into or upon the Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of Licensee or occurs during or after business hours.

ARTICLE VII INSURANCE, INDEMNITY AND LIABILITY

SECTION 7.01. LICENSOR'S OBLIGATIONS. Licensor shall obtain and maintain, during the term of this License, fire and extended coverage insurance, insuring against all reasonable perils and liabilities, for the replacement value (exclusive of footings and foundations) of the Premises. Such insurance shall be issued by an insurance company licensed to do business in the State of Illinois.

SECTION 7.02. LICENSEE'S OBLIGATIONS. (a) Licensee, at Licensee's sole cost and expense, shall obtain and maintain, for the term of this License, as extended, insurance policies providing the following coverage: (i) Licensee's fixtures, equipment, furnishings, merchandise, and other contents in the Premises, for the full replacement value of said items; (ii) all perils included in the classification "fire and extended coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Building is located which policy is to be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00); (iii) plate glass insurance, if available; and (iv) comprehensive general liability, bodily injury and property damage insurance naming Licensor as additional insured, which policy is to be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate; (iii) Worker's Compensation in the statutory amounts; and (iv) products liability which policy is to be in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00). Licensee shall deliver to Licensor certificates of insurance or duplicate originals of each such policy.

(b) The policies described in this Section 7.02 shall: (i) be acceptable to Licensor in form and content, (ii) contain an express waiver of any right of subrogation by the insurance company against Licensor, Licensor's agents and employees, and any mortgagees and ground licensors, (iii) contain a provision that it shall not be cancelled and that it shall continue in full force

and effect unless Licensor has received at least thirty (30) days prior written notice of such cancellation or termination, and (iv) not be materially changed without prior notice to Licensor.

(c) The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of this License Agreement.

(d) Licensee shall not permit to be done any act which will invalidate or be in conflict with the fire insurance policies covering the Building or any other insurance referred to in this License. Licensee will promptly comply with all rules and regulations relating to such policies.

SECTION 7.03. COVENANTS TO HOLD HARMLESS.

(a) Licensor and Licensee each hereby releases the other, its officers, directors, employees, and agents from any and all liability or responsibility for any loss or damage to property covered by, or which loss or damage is required pursuant to this License to be insured by, valid and collectible fire insurance with standard and extended coverage endorsement, to the extent of the proceeds collected or collectible under such insurance policies, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or any one for whom such party may be responsible.

(b) Licensee agrees to hold harmless and indemnify Licensor, Licensor's beneficiary, any and all mortgagees and their respective agents, beneficiaries, partners, officers, servants and employees against claims and liabilities, including attorneys' fees, for injuries to all persons and damage to, or theft or misappropriation or loss of property occurring in or about, the Premises, arising from Licensee's occupancy of the Premises or the conduct of its business or from activity, work, or anything done, permitted or suffered by Licensee in or about the Premises, or from any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this License or due to any other act or omission of Licensee, its agents, employees, guests or invitees. In case of any action or proceeding brought against Licensor, Licensor's beneficiary, any mortgagee, master licensor, or any of their respective agents, beneficiaries, partners, officers, servants or employees by reason of any such claims, upon notice from Licensor, Licensee covenants to defend such action or proceeding at Licensee's expense with counsel reasonably satisfactory to Licensor.

(c) Licensor agrees to hold harmless and indemnify Licensee and its respective agents, beneficiaries, partners, officers, servants, participating agencies, and employees against claims and liabilities, including attorneys' fees, for injuries to all persons and damage to, or theft or misappropriation or loss of property occurring in or about, the Premises, arising from the negligent, willful and wanton, or intentional conduct of Licensor, its agents, employees, guests or invitees. In case of any action or proceeding brought against Licensee or any of their respective agents, beneficiaries, partners, officers, servants, policy board members, participating agencies, or employees by reason of any such claims, upon notice from Licensee, Licensor covenants to defend such action or proceeding at Licensor's expense with counsel reasonably satisfactory to Licensee.

SECTION 7.04. LIABILITY OF LICENSOR TO LICENSEE. Except with respect to any damages resulting from the willful misconduct of Licensor, its agents or employees, Licensee releases Licensor and Licensor's beneficiary and their respective agents, beneficiaries, partners, officers, servants and employees, from and waives all claims for damages to person or property sustained by Licensee or by any occupant of the Premises or the Building, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in the Premises, the Building or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the Building, or from any act or neglect of any Licensee or other occupant of the Building or any other person, including any agent, beneficiary, partner, officer, servant or employee of Licensor or of Licensor's beneficiary. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, any gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, falling plaster, broken glass, sprinkling, heating, ventilating or air conditioning systems, devices or equipment, or flooding, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. All personal property belonging to Licensee or any occupant of the Premises or to any other person that is in the Premises or the Building shall be there at the risk of Licensee or such other person only, and Licensor and Licensor's beneficiary and their respective agents, beneficiaries, partners, officers, servants and employees shall not be liable for damage thereto or theft or misappropriation thereof.

ARTICLE VIII. DESTRUCTION OF PREMISES

SECTION 8.01. RECONSTRUCTION; LICENSE CONTINUANCE AND LICENSE FEE ABATEMENT. If all or a substantial portion of the Premises shall be damaged by fire or other casualty, this License may be terminated by agreement of the Parties.

ARTICLE IX. CONDEMNATION

SECTION 9.01. EMINENT DOMAIN. If twenty-five percent (25%) or more of the floor area of the Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this License by giving notice to the other party not more than sixty (60) days after the date on which such title shall vest in the authority. In case of any taking or condemnation, whether or not the term of this License shall cease and terminate, the entire award shall be the property of Licensor; provided, however, Licensee shall be entitled to any award as may be allowed for fixtures and other equipment which, under the terms of this License, would not have become the property of Licensor; further provided, that any such award to Licensee shall not be in diminution of any award to Licensor. In all other takings or condemnation, Minimum License fee shall be ratably apportioned as to the amount of space remaining in the Premises.

SECTION 9.02. LICENSE FEE APPORTIONMENT. Licensee's obligation to pay Minimum License fee shall be apportioned or ended, as the case may be, as of the date of vesting of

title or termination of this License. Any purchase of all or a portion of the Building in lieu of a taking or condemnation under powers of eminent domain shall be deemed a taking or condemnation thereof.

ARTICLE X. ASSIGNMENT, SUBLETTING AND ENCUMBERING LICENSE

SECTION 10.01. (a) Licensee shall not, without the express written consent of Licensor: (i) assign or otherwise transfer, mortgage or encumber this License or any of its rights hereunder, (ii) sublet the Premises or any part thereof or permit the use of the Premises or any part thereof by any persons other than Licensee or its agents, or (iii) permit the assignment or other transfer of this License or any of Licensee's rights hereunder by operation of law. Any attempted or purported transfer, assignment, mortgaging or encumbering of this License or any of Licensee's interest hereunder, and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Premises, in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sub-licensee, or occupant.

(b) Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by any in-house counsel of Licensor) incurred by Licensor in connection with any proposed or purported assignment, transfer or sublicense shall be borne by Licensee and shall be payable to Licensor on demand as Additional License fee.

(c) In the event Licensee, pursuant to a right to do so contained in this License, transfers or sublets all or a portion of the Premises to a third party, any monthly License fee or other payment accruing to Licensee as the result of any such assignment, transfer or sublicense, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublicense, which is in excess of the net License fee then payable by Licensee under the License shall be paid by Licensee to Licensor monthly as Additional License fee. Licensor may require a certificate from Licensee specifying the full amount of any such payment of whatsoever nature.

ARTICLE XI. DEFAULTS

SECTION 11.01. ELEMENTS OF DEFAULT. If any one or more of the following events occur, said event or events shall hereby be a "Default" hereunder:

(a) if Licensee shall make an assignment for the benefit of creditors or file a petition in any court in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

(b) if any petition shall be filed against Licensee in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within sixty (60) days after such petition is filed;

(c) if a receiver or trustee shall be appointed under state law for Licensee for all or any portion of the property of either of them, and such receivership or trusteeship shall

not be set aside within thirty (30) days after such appointment;

(d) if Licensee fails to open and keep its doors open for business, vacates or abandons the Premises and permits same to remain unoccupied and unattended, or substantially ceases to carry on its normal activities in the Premises;

(e) if Licensee is a corporation, if any part or all of its stock representing effective voting control of Licensee shall be transferred so as to result in a change in the present effective voting control of Licensee and such change is not consented to in writing by Licensor, provided, however, this provision shall not apply if Licensee is a publicly traded corporation;

(f) if any execution, levy, attachment or other legal process of law shall occur upon Licensee's goods, fixtures, or interest in the Premises;

(g) if Licensee does, or permits to be done, any act which causes a mechanics' lien claim to be filed against the Premises or the Building and Licensee does not comply with the provisions of Section 3.03;

(h) if Licensee fails to cure immediately any hazardous condition that Licensee has created or permitted in violation of law or in breach of this License;

(i) if Licensee fails to pay Minimum License fee, its share of the Common Area Maintenance Expenses, Taxes, Additional License fee or any other charges required to be paid by Licensee when same shall become due and payable and such failure continues for five (5) days after written notice from Licensor; and

(j) if Licensee or Licensor shall fail to perform or observe any terms and conditions of this License, and such failure shall continue for fifteen (15) days after written notice (except that such fifteen (15) day period shall be automatically extended for such additional period of time as is reasonably necessary in the non-defaulting party's opinion to cure such Default, if such Default cannot be cured within such period, provided the defaulting party commences the process of curing the same within said fifteen (15) day period and diligently pursues such cure).

SECTION 11.02. LICENSOR'S REMEDIES. Should a Default occur under this License, Licensor may pursue any or all of the following:

(i) Licensor may terminate this License, by giving written notice of such termination as provided in Section 11.01 (i) or (j) above, whichever is applicable, or a written notice of termination if the Default is based upon Section 11.01(a) through (h), to Licensee, whereupon this License shall automatically cease and terminate and Licensee shall be immediately obligated to quit the Premises. Any other notice to quit or notice of Licensor's intention to re-enter the Premises is hereby expressly waived. If Licensor elects to terminate this License, everything contained in this License on the part of Licensor to be done and performed shall cease without prejudice, subject, however, to the right of Licensor

to recover from Licensee all License fee and any other sums accrued up to the time of termination or recovery of possession by Licensor, whichever is later.

(ii) Licensor may terminate the right of Licensee to possession of the Premises without terminating this License by giving written notice to Licensee that Licensee's right of possession shall end on the date stated in such notice, whereupon the right of Licensee to possession of the Premises or any part thereof shall cease on the date stated in such notice.

(iii) Upon termination of this License pursuant to Section 11.02(i), or upon termination of the right of Licensee to possession of the Premises without terminating this License, Licensor may proceed to recover possession of the Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Building is located, or by such other proceedings, including re-entry and possession, as may be applicable.

(iv) Should this License be terminated before the expiration of the term of this License by reason of Licensee's Default as hereinabove provided, or upon termination of the right of Licensee to possession of the Premises without terminating this License, or if Licensee shall abandon or vacate the Premises without having paid the full License fee for the remainder of the term, Licensor shall have the option to relicense the Premises for such License fee and upon such terms as are not unreasonable under the circumstances and if the full License fee reserved under this License (and any of the costs, expenses or damages indicated below) shall not be realized by Licensor, Licensee shall be liable for all damages sustained by Licensor, including, without limitation, deficiency in License fee not to exceed three months' License Fee, reasonable attorneys' fees, brokerage fees and expenses of placing the Premises in commercially reasonable license-able condition. Licensor, in putting the Premises in good order or preparing the same for relicense may, at Licensor's option, make such alterations, repairs or replacements in the Premises, and the making of such alterations, repairs, or replacements shall not operate or be construed to relicense Licensee from liability hereunder as aforesaid.

(v) Any damage or loss of License fee not to exceed three months' License Fee sustained by Licensor as a result of Licensee's termination of the License may be recovered by Licensor, in a separate action. All damage or loss sustained by Licensor resulting from Licensee's work in the Premises may be recoverable by Licensor in a separate action.

SECTION 11.03. ADDITIONAL REMEDIES AND WAIVERS. The rights and remedies of Licensor set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law, and all such rights and remedies shall be cumulative. No action or inaction by Licensor shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by the Licensor.

SECTION 11.04. CURE OF DEFAULT. If Licensee shall be in Default hereunder, Licensor shall have the option, upon ten (10) days written notice to Licensee, to cure said Default for the account of and at the expense of the Licensee. No such notice shall be required for emergency repairs.

SECTION 11.05. EXPENSES OF ENFORCEMENT. Licensee shall pay all costs, charges and expenses, including court costs and reasonable attorneys fees, incurred by Licensor, (i) if Licensor prevails in enforcing Licensee's obligations under this License, (ii) if Licensor prevails in the exercise by Licensor of any of its remedies upon the occurrence of a Default, (iii) in any litigation, negotiation or transactions in which Licensee causes Licensor, without Licensor's fault, to become involved or concerned, or in which Licensor becomes involved or concerned as a result of or in connection with this License, or (iv) in consideration of any request or approval of or consent to any action by Licensee which is prohibited by this License or which may be done only with Licensor's approval or consent, whether or not such approval or consent is given.

ARTICLE XII. RIGHT OF ACCESS

Licensor may, upon twenty-four (24) hours prior notice to Licensee, except in the event of an emergency, where no notice shall be required, enter upon the Premises for the purpose of inspecting, making repairs, replacements, or alterations, and showing the Premises to prospective purchasers, lenders or lessees. During the last year of the term, Licensor shall have the right to display one or more "For License fee" signs on or about the Premises.

ARTICLE XIII. END OF TERM

SECTION 13.01. RETURN OF PREMISES. Upon the expiration or termination of this License, Licensee shall quit and surrender the Premises to Licensor in good order, broom clean, normal wear and tear and acts of God excepted. Subject to the other terms of this License, Licensee shall, at its expense, remove all property of Licensee, all alterations to the Premises not wanted by Licensor, and repair damage caused by such removal and return the Premises to the condition in which they were prior to the installation of the articles so removed.

SECTION 13.02. HOLDING OVER. If Licensee shall hold possession of the Premises after the expiration or termination of this License, at Licensor's option (i) Licensee shall be deemed to be occupying the Premises as a Licensee at sufferance at double the Minimum License fee in effect during the last month immediately preceding such hold over and otherwise subject to all of the terms and conditions of this License, or (ii) Licensor may exercise any other remedies it has under this License or at law or in equity including an action for wrongfully holding over. No payment by Licensee, or receipt by Licensor, of a lesser amount than the correct License fee shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of License fee or any other amounts owed to Licensor be deemed to effect or evidence an accord and satisfaction, and Licensor may accept such check or payment without prejudice to Licensor's right to recover the balance of the License fee or other amount owed or to pursue any other remedy provided in this License.

ARTICLE XIV. COVENANT OF QUIET ENJOYMENT

Licensor covenants that if and so long as Licensee pays the Minimum License fee and all other charges provided for herein, and performs all of its obligations provided for herein, Licensee

shall at all times during the term hereof peaceably have, hold and enjoy the Premises, without any interruption or disturbance from Licensor, or any one claiming through or under Licensor, subject to the terms hereof.

ARTICLE XV. RIGHTS RESERVED TO LICENSOR

Licensor shall have the following rights exercisable without notice and without liability to Licensee for damage or injury to property, person or business (all claims for damage being hereby relicensed) and without effecting an eviction or disturbance of Licensee's use or possession or giving rise to any claim for setoffs or abatement of License fee:

(a) To install and maintain signs in or on any part of the Building outside of the Premises;

(b) To enter the Premises in an emergency, using such force as is reasonably necessary;

(c) Provided that reasonable access to the Premises shall be maintained and the business of Licensee conducted on the Premises shall not be unreasonably interfered with, to make inspections, repairs, decorations, alterations, additions or improvements in or to the Premises or the Building, including installations, repairs, replacements, additions or alterations within the Premises or to wiring, conduit, pipes, ducts and other mechanical, electrical or other facilities and systems serving other premises in the Building, and to make repairs, additions or alterations in the Building or the method of ingress to or egress from the Premises or the Building, and to perform any acts related to the safety, protection, preservation, sale or improvement of the Premises or any part of the Building and for any of the foregoing purposes may enter the Premises with such material as Licensor may deem necessary, erect scaffolding and all other necessary structures in or adjacent to the Premises and close or temporarily suspend operations of entrances, doors, corridors, or other facilities; and Licensee waives any claim for damages including the loss of business resulting therefrom and agrees to pay Licensor for overtime and other expenses incurred if such work is done other than during ordinary business hours at Licensee's request;

(d) To approve the weight, size and location of safes, computers and other heavy articles in and about the Premises and to require all such items and other furniture and equipment to be moved in and out of the Premises and Building only at such times as will not unreasonably deny or obstruct the rights, or use of, or access to, any part of the Building by other Licensees and their employees and customers, or threaten their safety, and in all events, at the Licensee's sole risk and responsibility;

(e) To do or permit to be done any work on or about the exterior of the Building or any adjacent or nearby building, land, street or alley;

(f) To grant to any person or entity the exclusive right to conduct any business or render any service in the Building, provided such exclusive right shall not operate to exclude Licensee from the use expressly permitted by this License; and

(g) To License any portion of the Building to any person or entity for any use or purpose as Licensor, in its sole discretion, may determine, including uses which are the same as, or similar to, any or all of the uses described in Section 4.01.

ARTICLE XVI. MISCELLANEOUS

(a) This License contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, between them or other than as herein set forth.

(b) No notice or other communications given under this License shall be effective unless the same is in writing, and is delivered in person, mailed by registered or certified mail, return receipt requested, first class, postage prepaid or delivered by national overnight courier service addressed:

(1) If to Licensor, c/o Village Manager, 290 Evergreen Drive, Vernon Hills, IL 60061 or to such other person and address as Licensor shall designate by giving notice thereof to Licensee.

(2) If to Licensee, c/o Midwest Engineering, 740 Lakeview Parkway, Vernon Hills, IL 60061 or such other address as Licensee shall designate by giving notice thereof to Licensor.

The date of service of any notice given by mail shall be the date on which such notice is deposited in the U.S. mails and the date of service of any notice given by national overnight courier service shall be the date such notice is delivered by such courier service.

(c) It is the intent of the parties hereto that all questions with respect to the construction of the License and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Illinois; further, it being expressly agreed that the parties hereto agree that the proper venue for any litigation shall be Lake County, Illinois.

(d) This License shall bind and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

(e) There shall be no personal liability on Licensor, Licensor's officers, agents or officials or any successor in interest with respect to any provisions of this License. Licensee shall look solely to the equity of the then owner of the Premises for the satisfaction of any remedies of the Licensee in the event of a breach by Licensor of any of its obligations hereunder. There shall be no personal liability on Licensee's officers, employees, agents, directors, policy board members, participating units of local government or any successor in interest with respect to any provisions of this License. Licensor shall look solely to the equity of the Licensee for the satisfaction of any remedies of the Licensor in the event of a

breach by Licensee of any of its obligations hereunder, only in the event and to the extent that the claim for damages does not exceed the amount of insurance coverage maintained by Lessee.

(f) Licensors and Licensee warrant and represent to each other that there was no broker or agent instrumental in consummating this License. Each party agrees to indemnify and hold the other harmless against any claims for brokerage or other commissions arising by reason of a breach of this representation and warranty.

(g) Licensors hereunder shall have the right to freely assign this License upon notice to but without the consent of Licensee.

(h) The terms of this License shall not be interpreted to mean that Licensors and Licensee are partners or joint venturers.

(i) Licensors and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this License, the relationship of Licensors and Licensee hereunder, Licensee's use or occupancy of the Premises and/or any claim of injury or damage.

(j) If any provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this License shall be valid and be enforced to the fullest extent permitted by law.

(k) No failure by either party to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this License to be kept, observed or performed by the other party, and no failure by either party to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this License, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

(l) Licensors and Licensee agree that Licensee shall not cause this License nor a Memorandum of License to be recorded. Licensors may, at its sole option, record the License or a Memorandum of License with the Recorder of Deeds in the County in which the Building is located.

(m) All Riders and all Exhibits referred to in and attached hereto are hereby incorporated in this License.

(n) Licensee hereby represents and warrants to the Licensors that it has the authority to enter into this License and the officers, general partner, manager or operator, as the case may be, of the Licensee executing this License are authorized to execute this License on behalf of the Licensee.

(o) It is expressly understood and agreed by Licensee that none of Licensor's covenants, undertakings, agreements, indemnities and warranties contained in this License shall be construed as creating any liability whatsoever against Licensor's members, agents, officers, officials, or their respective successors and assigns personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, undertaking, agreement, indemnity, or warranty, either express or implied, contained in this License, or to keep, preserve or sequester any property of Licensor, and that all personal liability of Licensor's members, beneficiaries, partners of every sort, if any, or their respective successors and assigns, is hereby expressly waived by Licensee, and by every person now or hereafter claiming any right or security under this License; and that so far as Licensor, its members, beneficiaries, partners, or any successor or assign of the foregoing are concerned, the owner of any indebtedness or liability accruing under this License shall look solely to Licensor's interest in the Building, as the same is from time to time encumbered, for the payment thereof but only in the event and to the extent that the claim for damages does not exceed the amount of insurance coverage maintained by Lessee.. It is expressly understood and agreed by Licensor that none of Licensee's covenants, undertakings, agreements, indemnities and warranties contained in this License shall be construed as creating any liability whatsoever against Licensee's members, agents, officers, officials, directors, policy board members, participating units of local government or their respective successors and assigns personally and that all personal liability of Licensor's members, beneficiaries, partners officials, directors, policy board members, and participating units of local government of every sort, if any, or their respective successors and assigns, is hereby expressly waived by Licensor, and by every person now or hereafter claiming any right or security under this License.

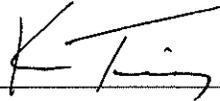
(p) Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this License.

(q) Time is of the essence in this License and in each and all of the provisions hereof. Whenever a period of days is specified in this License, such period shall refer to calendar days unless otherwise expressly stated in this License. In the event that any deadline date described in this License (except for any date in which a monetary obligation is due to be paid) falls on a weekend or a federal holiday, the particular deadline date shall be deemed to be the next business day.

IN WITNESS WHEREOF, and intending that this License be a sealed instrument, Licensors and Licensee have executed this License under seal on the dates indicated below:

LICENSOR:

Village of Vernon Hills

By: 

Name: Kevin Timony

Title: Village Manager

Dated: 10/17/2023

LICENSEE:

Midwest Engineering, Inc.

By: _____

Name: _____

Title: _____

Dated: _____