

RESOLUTION NO. R-2019-45

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A SUBLEASE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD (SUB-LEASEE),
HINSDALE BANK AND TRUST COMPANY, LLC (LEASEE)
AND MAYWOOD PROPERTY MANAGEMENT, LLC (LANDLORD)
FOR A POLICE SUBSTATION LOCATED WITHIN THE SHOPPING CENTER
AT 1109-1123 WEST MADISON STREET, MAYWOOD, ILLINOIS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village") desire to approve and enter into a "Sublease Agreement" for the operation of a Police Substation within the Shopping Center located at 1109-1123 West Madison Street, Maywood, Illinois, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, Maywood Property Management, LLC ("Landlord") is the owner of the Shopping Center at 1109-1123 West Madison Street, Maywood, Illinois. Hinsdale Bank And Trust Company, LLC ("Leasee") leases from the Landlord 1,800 square feet of building space for purposes of operating a bank. With the Landlord's consent, the Leasee desires to sub-lease 150 square feet of its leased premises to the Village to operate the Police Substation (the "Subleased Premises"); and

WHEREAS, in addition to the other terms and provisions that govern the occupancy of the Subleased Premises, the Sublease Agreement provides for a one (1) year term (See Section 2: Sublease Term) and the rent payable by the Village is One Dollar (\$1.00) per year (See Section 3: Sublease Rent); and

WHEREAS, the Sublease Agreement does not place any special requirements or conditions on the Village's use of the Subleased Premises as a Police Substation and the Maywood Police Department is not obligated to provide a minimum staffing presence at the Police Substation and is further not required to provide any special security activities for the Landlord or the Leasee as part of the Sublease Agreement. While recognizing that there may be ancillary benefits for the Shopping Center and immediate surrounding neighborhood due to the presence of a Police Substation and Maywood Police Department personnel working from time-to-time at such location, the parties understand that the Village will use the Police Substation to conduct standard Village-wide law enforcement activities and operations; and

WHEREAS, the Landlord and the Leasee desire to approve and enter into the attached Sublease Agreement for the purposes stated therein and subject to the terms and provisions set forth therein; and

WHEREAS, at an open public meeting held on December 17, 2019, the Village Board reviewed and considered the Maywood Police Chief's recommendation regarding the Sublease Agreement and also allowed public comment in accordance with the applicable provisions of the Open Meetings Act (5 ILCS 120/ 1 *et seq.*) relative to the Sublease Agreement; and

WHEREAS, the President and Board of Trustees of the Village find that approving and entering into the Sublease Agreement for purposes of operating the Police Substation will enhance public safety throughout the Village and assist Maywood Police Department personnel in the performance of their essential governmental functions, including the performance of day-to-day law enforcement activities and operations, and that it is in the best interests of and serves to protect the health, welfare and safety of the Village, its employees, residents, property owners, businesses and the public; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, an Illinois home rule municipality, are authorized to approve and enter into the Sublease Agreement in accordance with the applicable State laws, including the Village's home rule powers under Article VII, Section 6 of the 1970 Constitution of the State of Illinois, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1 *et seq.*).

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the SUBLEASE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD (SUB-LEASEE), HINSDALE BANK AND TRUST COMPANY, LLC (LEASEE) AND MAYWOOD PROPERTY MANAGEMENT, LLC (LANDLORD) FOR A POLICE SUBSTATION LOCATED WITHIN THE SHOPPING CENTER AT 1109-1123 WEST MADISON STREET, MAYWOOD, ILLINOIS, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of all funds necessary to pay the Village's share of the Sublease Agreement financial obligations. The source of funds to pay for the Village's obligations under the Sublease Agreement is the Village General Funds or such other eligible, available public funds that the Village appropriates and allocates to the Sublease Agreement.

Section 3: The President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, or the Village Manager, or his/her designee, to execute the final version of the Sublease Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Sublease Agreement. The President and Board of Trustees further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Sublease Agreement, to the Landlord and the Leasee and all other parties and agencies that are entitled to receive such documents under the Sublease Agreement and as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Sublease Agreement.

Section 4: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

ADOPTED this 17th day of December, 2019, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: Trustee I. Brandon

ABSENT: None

APPROVED this 17th day of December, 2019, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

(SEAL)

(SEAL)

Exhibit "A"

**SUBLEASE AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD (SUB-LEASEE),
HINSDALE BANK AND TRUST COMPANY, LLC (LEASEE)
AND MAYWOOD PROPERTY MANAGEMENT, LLC (LANDLORD)
FOR A POLICE SUBSTATION LOCATED WITHIN THE SHOPPING CENTER
AT 1109-1123 WEST MADISON STREET, MAYWOOD, ILLINOIS**

(attached)

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Sublease**”) dated as of _____, 2019 by and between **HINSDALE BANK AND TRUST COMPANY, LLC**, an Illinois chartered bank (“**Sublandlord**”), and **VILLAGE OF MAYWOOD**, an Illinois Home-Rule Corporation (“**Subtenant**”), recites and provides as follows:

RECITALS

A. By that certain Lease Agreement dated March 14, 2019, as amended by a First Amendment to Lease Agreement made as of May 24, 2019 (said Lease Agreement, as so amended, is hereinafter referred to as the “**Master Lease**”), Maywood Property Management, LLC, an Illinois limited liability company (“**Landlord**”) leased to Sublandlord the Demised Premises described and defined in the Master Lease, containing 1,800 square feet in the shopping center located at 1109-1123 West Madison Street, Maywood, Illinois 60153. Capitalized terms used in this Sublease and not otherwise defined herein shall have the meanings given them in the Master Lease.

B. Subtenant desires to sublease from Sublandlord, and Sublandlord now desires to sublease to Subtenant, the part of the Demised Premises which, for all purposes under this Sublease, shall be deemed to consist of 150 square feet (the “**Subleased Premises**”), as delineated on the floor plan marked Exhibit A attached hereto and made a part hereof, all as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord does hereby sublease the Subleased Premises unto Subtenant, and Subtenant does hereby sublease the Subleased Premises from Sublandlord, for the term and rental and upon the following terms and conditions:

1. Terms and Conditions.

(a) The above Recitals are hereby incorporated by reference.

(b) This Sublease and the rights and interest provided in the Sublease to Subtenant are made upon, and shall be subject and subordinate to, all of the terms, covenants and conditions of the Master Lease which pertain to the Subleased Premises. Except as expressly modified by this Sublease, Subtenant hereby covenants, assumes, and agrees to perform and observe, and be bound by, all of the terms, covenants, and conditions to be performed and observed by Sublandlord under the Master Lease which pertain to the Subleased Premises, and to hold Sublandlord harmless from and against any and all claims, demands, damages, expenses (including court costs and reasonable attorneys’ fees and expenses), actions, causes of action and liabilities of every kind and nature whatsoever, under or pursuant to the Master Lease, by reason of Subtenant’s failure to comply fully with any and all of such terms, covenants and conditions. Subtenant acknowledges that Sublandlord does not covenant or agree to do or perform any obligations undertaken or assumed by Landlord under the Master Lease, except as expressly set forth in this Sublease. Subtenant agrees that any default by Landlord under the Master Lease shall not affect this Sublease or waive or defer the performance of any of Subtenant’s obligations to Sublandlord under this Sublease.

(c) For purposes of incorporation into this Sublease (i) references in the Master Lease to “the date hereof”, “the date of this Lease” and similar references shall be deemed to refer to the date of this

Sublease; (ii) references in the Lease to “Landlord” and to “Tenant” shall be deemed to refer to “Subtenant” and “Subtenant” hereunder respectively; (iii) references to the “Demised Premises” shall be deemed to refer to the Subleased Premises; and (iv) references to “the Lease” or “this Lease” shall be deemed to refer to this Sublease.

(d) Notwithstanding anything to the contrary contained in this Sublease, Sublandlord expressly reserves the following rights and obligations under the Master Lease, which rights and obligations shall not be assigned to or assumed by Subtenant and shall not be deemed appurtenant to the Subleased Premises:

- (i) The amount of Minimum Rent under Section 2.01 of the Master Lease.
- (ii) The obligation to pay Taxes under Section 2.02 of the Master Lease.
- (iii) The obligation to deposit a security deposit under Section 2.05 of the Master Lease.
- (iv) The right and option to extend the Term of the Master Lease under Article III of the Master Lease.
- (v) Any obligation with respect to the construction of Tenant’s Work under Article IV of the Master Lease.
- (vi) Any of Landlord’s obligations to perform repair, replacements, maintenance or any other work under Section 7.01 of the Master Lease.
- (vii) Any of Landlord’s obligations to maintain insurance pursuant to Section 2.03 of the Master Lease.
- (viii) Any signage rights under Section 4.04 of the Master Lease.

(e) In any provisions requiring the approval or consent of Subtenant or Landlord (whether pursuant to the express terms of this Sublease or the terms of the Lease incorporated herein), Subtenant shall be required to obtain the approval or consent of Landlord and then to obtain like approval or consent of Subtenant. Whenever Subtenant has agreed that a required consent or approval shall not be withheld or delayed or unreasonably withheld or delayed, whether in this Sublease or pursuant to any provision of the Lease incorporated herein, Sublandlord may withhold its consent or approval and it shall be deemed reasonable for Sublandlord to withhold or delay its consent or approval if Landlord shall have delayed or refused to give any consent or approval which may be requested of it.

(f) Notwithstanding the incorporation of Article X or Article II of the Master Lease with respect to casualty and condemnation, Sublandlord shall not have any obligation to rebuild or restore the Subleased Premises in the event of any damage or destruction thereto or a taking or condemnation.

2. Sublease Term.

(a) The term of this Sublease (the “**Sublease Term**”) shall begin on January 1, 2020 (“**Sublease Commencement Date**”). Unless sooner terminated as provided in this Sublease, the Sublease Term shall continue until midnight on December 31, 2020 (the “**Sublease Expiration Date**”); provided, however that in no event shall the Sublease Term continue beyond the termination of the Master Lease.

Sublandlord shall deliver possession of the Subleased Premises to Subtenant on or before the Sublease Commencement Date.

(b) Notwithstanding anything contained in this Sublease to the contrary, Sublandlord and Subtenant shall each have the right to terminate this Sublease at any time for any reason upon written notice delivered to the other party and to the Landlord as of a date (the “**Early Termination Date**”) set forth in a written notice delivered to the other party no less than five (5) business days prior to the Early Termination Date.

3. Sublease Rent.

(a) Subtenant shall pay Sublandlord annual base rent for the Subleased Premises on a gross basis of One Dollar (\$1.00), with the first payment due on the Sublease Commencement Date, and each subsequent payment on each anniversary of this Sublease.

(b) Subtenant shall not be obligated to pay to Sublandlord any other additional rent, or any and all other amounts, including any Minimum Rent, and any Taxes, which, by the terms of the Lease, become due and payable by Sublandlord to Landlord as additional rent or otherwise and which would not have become due and payable but for the acts, requests for services, and/or failures to act of Subtenant, its agents, officers, representatives, employees, servants, contractors, invitees, licensees or visitors under this Sublease (collectively, “**Tenant Surcharges**”). Tenant Surcharges shall include, without limitation: (i) any increases in Landlord’s fire, rent or other insurance premiums resulting from any act or omission of Subtenant, and (ii) payments shall be made pursuant to this Section 3(b) notwithstanding the fact that the statement to be provided by Sublandlord is furnished to Subtenant after the expiration of the Sublease Term and notwithstanding the fact that by its terms this Sublease shall have expired or have been cancelled or terminated.

4. Condition of Subleased Premises.

(a) Subtenant’s taking possession of the Subleased Premises or any portion thereof shall be conclusive evidence against Subtenant that the Subleased Premises and the Shopping Center were then in good order and satisfactory condition, and Subtenant represents and warrants that Subtenant has had ample opportunity to inspect the Subleased Premises and the Shopping Center, and agrees to accept the same “as is”. No promises of Sublandlord to alter, remodel, improve, repair, decorate or clean the Subleased Premises, or any part thereof, or the Shopping Center, or any part thereof, have been made, and no representation, either express or implied, respecting the habitability, suitability, quality, fitness for any particular purpose, or condition of the Subleased Premises or the Building has been made to Subtenant by or on behalf of Sublandlord.

(b) Upon expiration or earlier termination of the Sublease Term, Subtenant shall surrender the Subleased Premises in at least as good condition as at the Sublease Commencement Date, ordinary wear and tear and damage by casualty.

(c) Subtenant shall have no right or remedy against Sublandlord for Landlord’s failure to provide any services to be provided by Landlord under the terms and conditions of the Lease, and Sublandlord shall have no obligation to provide any such services whatsoever to Subtenant, provided that Sublandlord shall, at Subtenant’s request, use reasonable efforts (at no cost or expense to Sublandlord) to cause Landlord to comply with its obligations under the Lease. Failure on the part of Landlord to provide any such services, or to perform any of its other obligations under the Lease, shall not be deemed to be a default on the part of Sublandlord under this Sublease or an eviction or disturbance of Subtenant’s use or possession of the Subleased Premises or a reason to relieve Subtenant from the performance of any of its

obligations under this Sublease or a reason to terminate this Sublease. If Landlord shall default in any of its obligations to Sublandlord with respect to the Subleased Premises, Subtenant shall be entitled to participate with Sublandlord in the enforcement of Sublandlord's rights against Landlord. Subtenant hereby agrees that Subtenant shall indemnify and hold harmless Sublandlord from and against all liability, loss, damage or expense, including reasonable attorneys' fees, which Sublandlord shall suffer or incur by reason of such action by Subtenant.

5. Insurance; Waiver of Subrogation.

(a) Prior to the Sublease Commencement Date, Subtenant shall, at its sole cost and expense and upon all terms and conditions of the Master Lease, procure and maintain with respect to the Subleased Premises throughout the Sublease Term, all insurance coverages required to be maintained by Sublandlord under the Master Lease with respect to the Subleased Premises, with such increases and changes of coverage as Sublandlord may reasonably request from time to time. Such insurance coverages are set forth in Exhibit B attached hereto and made a part hereof. In addition to any additional insureds required to be named under the Master Lease, Sublandlord shall be named as an additional insured under each insurance policy to be procured and maintained by Subtenant. Prior to Subtenant entering upon the Subleased Premises, or any portion thereof, Subtenant shall deliver to Landlord certified copies of all policies evidencing the insurance which Subtenant is required to carry with respect to the Subleased Premises pursuant to this Sublease.

(b) Each policy evidencing the insurance to be carried by Subtenant under this Sublease shall (i) be non-contributory, (ii) contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to all policies carried by Landlord and Sublandlord, and that any coverage carried by Sublandlord or Landlord shall be excess insurance, and (iii) be on an "occurrence" rather than a "claims made" basis.

(c) Subtenant, prior to the Sublease Commencement Date or any earlier time that Subtenant has the right to possession of the Subleased Premises or any portion thereof, shall provide each of Sublandlord and Landlord with certificates of insurance evidencing the insurance which Subtenant is required by this Sublease to maintain, and Subtenant further agrees that each insurer shall be required to agree to give thirty (30) calendar days advance written notice to each of Sublandlord and Landlord by registered or certified mail prior to any cancellation, non-renewal or reduction of insurance under any such policy issued by it pursuant to this Sublease or the Master Lease.

(d) Subtenant hereby waives any and every claim for recovery from Sublandlord, Landlord, and the Other Indemnified Parties (as hereinafter defined) for any and all loss of or damage to Subtenant's furniture, fixtures, merchandise and all other items of Subtenant's property on or about the Subleased Premises and the Building. Inasmuch as this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Subtenant agrees to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. To the extent Subtenant fails to maintain the insurance required under this Sublease, such failure shall be a defense to any claim asserted by or on behalf of Subtenant by reason of any damage or loss sustained by Subtenant due to a circumstance that would have been covered had such insurance been maintained.

6. Use and Compliance With Environmental and Other Laws.

Subtenant shall not conduct, nor permit to be conducted, on the Subleased Premises any business, use or activity which is in violation of any (i) federal or state law, rule, regulation or ordinance, (ii) law,

rule, regulation or ordinance of any political subdivision having jurisdiction over the Subleased Premises or (iii) requirement of the Master Lease. Without limitation upon the foregoing or Subtenant's other obligations under the Master Lease, Subtenant shall not generate, store, treat or dispose in or on the Subleased Premises any Hazardous Materials or Hazardous Substances except in compliance with applicable laws, rules, regulations and ordinances. Subtenant shall promptly notify each of Landlord and Sublandlord in writing of any allegation made that Subtenant is not in compliance with any requirement of this Section.

7. Alterations.

Subtenant shall not make any alterations to the Subleased Premises without the express written consent of Landlord and Sublandlord. Any alterations made to the Subleased Premises, other than the installation of Subtenant's personal property, shall remain on and be surrendered with the Subleased Premises upon the expiration or earlier termination of the Sublease Term unless otherwise required by Landlord or Sublandlord. If the Master Lease would require any such alterations to be removed prior to the expiration of the term of the Master Lease, then Subtenant shall remove such alterations prior to the expiration of the Sublease Term, and shall repair any damage to the Subleased Premises caused by such removal.

8. Indemnification.

(a) To the extent not prohibited by law, Subtenant shall indemnify, protect, defend, and shall hold and save harmless each of Landlord, Landlord's property manager, and Sublandlord, and each of their respective officers, directors, shareholders, employees, tenants, subtenants, invitees, licensees, partners, affiliates, members, servants, employees agents, contractors, independent contractors, successors and assigns (collectively and individually, the "**Other Indemnified Parties**"), from any and all claims, demands, damages, expenses (including court costs and reasonable attorneys' fees and expenses), actions, causes of action and liabilities of every kind and nature whatsoever, including without limitation those as to bodily injuries, including death at any time resulting therefrom, and loss or damages to property, and those arising with respect to violation of any environmental law, ordinance, rule or regulation, and the consequences of any of the foregoing, in any manner incident to, arising out of, or in consequence of, the use and occupancy of the Subleased Premises by or on behalf of Subtenant, whether the same are due, or claimed to be due, to the negligence or misconduct of Landlord, Landlord's beneficiary (if applicable), Sublandlord, and the Other Indemnified Parties, or any of them. This provision shall survive the expiration or earlier termination of this Sublease.

(b) To the extent not prohibited by law, Landlord, Sublandlord and the Other Indemnified Parties shall not be liable for any damage either to person, property or business or resulting from the loss of use thereof sustained by Subtenant or by other persons due to the Building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Building, including the Subleased Premises, or due to any act or neglect of any tenant or occupant of the Building or of any other person. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, ice, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows, 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 causes specifically enumerated above or to some other cause of an entirely different kind. Subtenant further agrees that all personal property upon the Subleased Premises, or upon loading docks, receiving and holding areas, or freight elevators of the Building, shall be at the risk of Subtenant only, and that Landlord, Landlord's beneficiary (if applicable), Sublandlord and the Other Indemnified Parties shall not be liable for any loss or damage thereto or theft thereof.

9. Default.

The occurrence of one or more of the following events (individually, a “**Sublease Event of Default**”, and, together, the “**Sublease Events of Default**”) shall constitute a default by Subtenant under, and a breach of, this Sublease:

- (i) The failure to pay Tenant Surcharges within five (5) calendar days after same becomes due;
- (ii) The failure by Subtenant to maintain the required insurance coverages to be maintained by Subtenant hereunder;
- (iii) A default in the performance of any other covenant or condition of this Sublease on the part of Subtenant; and
- (iv) Any other act or omission with respect to the Subleased Premises which would constitute a default under the terms of the Master Lease or which would subject Sublandlord to any damages, penalties, cost or claims under the Master Lease.

10. Sublandlord’s Remedies On Default By Subtenant.

Upon the occurrence of a Sublease Event of Default, Sublandlord shall have the right to exercise against Subtenant with respect to the Subleased Premises any or all of the remedies which Landlord would have had the right to exercise against Sublandlord under the Master Lease had Sublandlord then defaulted under the Master Lease, except that in interpreting the Master Lease for purposes of determining Sublandlord’s remedies hereunder, all references to (i) the “Lease” shall be deemed to be to this Sublease, (ii) the “Term” shall be deemed to be to the Sublease Term, (iii) “Landlord” shall be deemed to be to Sublandlord, and (iv) “Tenant” shall be deemed to be Subtenant, and (v) the “Demised Premises” shall be deemed to be to the Subleased Premises. In addition to, and not in lieu of, any rights described under the Master Lease, Sublandlord shall have the right, but not the obligation, to enter onto the Subleased Premises to cure any such Sublease Event of Default, in which event Subtenant shall reimburse Sublandlord for all costs incurred by Sublandlord in so doing (including court costs and reasonable attorneys’ fees and expenses), together with interest on such expenditures at the rate of twelve percent (12%) per annum from the time incurred by Sublandlord until the time paid by Subtenant. No course of dealing between Sublandlord and Subtenant or any delay on the part of Sublandlord in exercising any rights it may have under this Sublease shall operate as a waiver of any of the rights of Sublandlord hereunder nor shall any waiver of any prior default operate as a waiver of any subsequent default. In exercising its rights and remedies under this Sublease, Sublandlord shall be entitled to recover from Subtenant all costs incurred with respect to such exercise, including without limitation court costs and reasonable attorneys’ fees and expenses.

11. Brokers.

Each of Sublandlord and Subtenant represents to the other that, (i) no realtor, broker, agent or finder has acted on its behalf with respect to this Sublease or the transactions contemplated under this Sublease, and (ii) no realtor, broker, agent or finder is entitled to any fee, commission or other compensation as a consequence of any agreement, arrangement or understanding made by it as to the Subleased Premises. Each of Sublandlord and Subtenant covenants to the other that it shall indemnify and hold the other harmless from any and all liabilities and expenses in connection with any claim or claims of any realtor, broker, agent or finder arising out of this Sublease or the transactions under this Sublease, including, without limitation, court costs and reasonable attorneys’ fees and expenses.

12. Assignment and Subletting.

(a) Subtenant shall not assign all or any portion of this Sublease, or further sublet all or any portion of the Subleased Premises to others, without in each and every instance, the express written consent of Sublandlord and of Landlord, whose obligation to consent shall be governed by the Master Lease. Consent by Sublandlord or Landlord to one assignment or further sublease shall not amend or limit, or operate as a waiver of, the prohibitions contained in this Section or in the Master Lease as to future assignments or sub-subleases, and all such future assignments or sub-subleases shall be made only with the prior written consent of Sublandlord and Landlord given as provided above.

(b) In the event an assignment of this Sublease, or further subletting of all or any part of the Subleased Premises is made by Subtenant, whether or not the same is consented to by Sublandlord, Subtenant shall remain fully liable to Sublandlord for payment of all Sublease Rent required under this Sublease and for the faithful performance of all the covenants and conditions contained herein to the same extent as if this Sublease had not been so assigned or the Subleased Premises had not been sub-sublet. Subtenant agrees to reimburse Sublandlord for any costs and expenses (including court costs and reasonable attorneys' fees and expenses) incurred by Sublandlord in connection with any such assignment or further subletting by Subtenant.

13. Notices.

Unless otherwise expressly provided in this Sublease, all notices and communications required or permitted under this Sublease shall be in writing and shall be deemed duly given if delivered personally or by express delivery service (such as UPS Next Day Air), or if sent by registered or certified United States mail, return receipt requested, first class, postage prepaid, to the following addresses (or to such other address of a party which that party elects to designate in writing to all other addressees listed below). The date such notice is deemed given shall be the date it is received, if it is delivered in person (including by express delivery service), or two (2) calendar days after its postmark date, if it is sent by registered or certified mail.

Sublandlord: Hinsdale Bank and Trust Company
25 East 1st Street
Hinsdale, Illinois 60521
Attention: Chief Executive Officer

with a copy to: Wintrust Bank
9700 West Higgins Road
Rosemont, Illinois
Attention: Senior Vice President of Corporate Real Estate

Subtenant: Village of Maywood

14. 40 Madison Street Maywood, Illinois 60513 Attention: Village Manager Landlord: Maywood Property Management, LLC Miscellaneous.

(a) Subtenant shall pay all of Sublandlord's costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred in enforcing Subtenant's obligations under this Sublease or incurred by Sublandlord in any litigation, negotiation or transaction in which Subtenant causes Sublandlord without Sublandlord's fault, to become involved or concerned. Sublandlord shall pay all of Subtenant's costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred in enforcing Sublandlord's obligations under this Sublease or incurred by

Subtenant in any litigation, negotiation or transaction in which Sublandlord causes Subtenant without Subtenant's fault, to become involved or concerned.

(b) IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, THE PARTIES HEREBY EACH IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY.

(c) If either Sublandlord or Subtenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the Federal or State courts located in Chicago, Illinois. Sublandlord and Subtenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

(d) Neither this Sublease nor any memorandum hereof shall be recorded by Subtenant.

(e) All obligations or rights of either party arising during or attributable to the period ending upon expiration or earlier termination of this Sublease shall survive such expiration or earlier termination.

(f) This Sublease does not grant any rights to light and air outside the Subleased Premises nor any particular view or cityscape visible from the Subleased Premises. Sublandlord specifically excepts and reserves to itself and to Landlord the use of any roofs, the exterior portions of the Subleased Premises, all rights to and the land improvements below the improved floor level of the Subleased Premises, to the improvements and air rights about the Subleased Premises, to the improvements and air rights located outside the demising walls of the Subleased Premises. Sublandlord further specifically excepts and reserves to itself and to Landlord such areas within the Subleased Premises required for installation of utility lines and other installations required to serve any occupant of the Building and to maintain and repair the same, and no rights with respect thereto are conferred upon Subtenant.

(g) Time is of the essence of this Sublease and all provisions herein relating thereto shall be strictly construed.

(h) If Sublandlord commences proceedings for nonpayment of Sublease Base Rent, or any other sums required to be paid by Subtenant under this Sublease, Subtenant will not interpose any counterclaim of whatever nature or description in any such proceedings except for any compulsory counterclaim. This shall not, however, be construed as a waiver of the right of Subtenant to assert any such claims in any separate action or actions brought by Subtenant.

(i) No waiver of any provision of this Sublease shall be implied by any failure of Sublandlord to enforce any remedy on account of the violation of such provisions, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Sublandlord from Subtenant after the termination of this Sublease shall in any way alter the length of the Term or of Subtenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Sublease Term or affect any notice given Subtenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Subleased Premises, Sublandlord may receive and collect any Sublease Base Rent or any other amount due, and the payment of said Sublease Base Rent or other amount shall not waive or affect said notice, suit or judgment.

(j) As used herein, "**Sublandlord**" shall refer only to the owner from time to time of Sublandlord's interest in the Master Lease. In case Sublandlord shall convey or otherwise dispose of its interest in the Master Lease, the grantee of such interest shall thereupon be and become sublandlord

hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Sublease to be performed by Sublandlord which first arise after the date of conveyance, including the return of any Security Deposit and Subtenant shall attorn to such other grantee, and Sublandlord shall, from and after the date of conveyance, be free of all liabilities and obligations hereunder not then incurred.

(k) The entire agreement between Sublandlord and Subtenant is contained in the provisions of this Sublease and the Master Lease and any stipulations, representations, promises or agreements, written or oral made prior to or contemporaneous with this Sublease shall have no legal effect unless contained or referenced herein. Titles to the Sections of this Sublease are for the purpose of reference only and shall have no bearing on the interpretation of this Sublease. This Sublease shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. Any amendments to this Sublease must be made in writing and executed by Sublandlord and Subtenant.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed and sealed in their names, the day and year first above written.

SUBLANDLORD:

HINSDALE BANK & TRUST COMPANY,
an Illinois chartered bank

By: _____

Name: _____

Title: _____

SUBTENANT:

VILLAGE OF MAYWOOD,
an Illinois Home-Ruled Corporation

By: _____

Name: _____

Title: _____

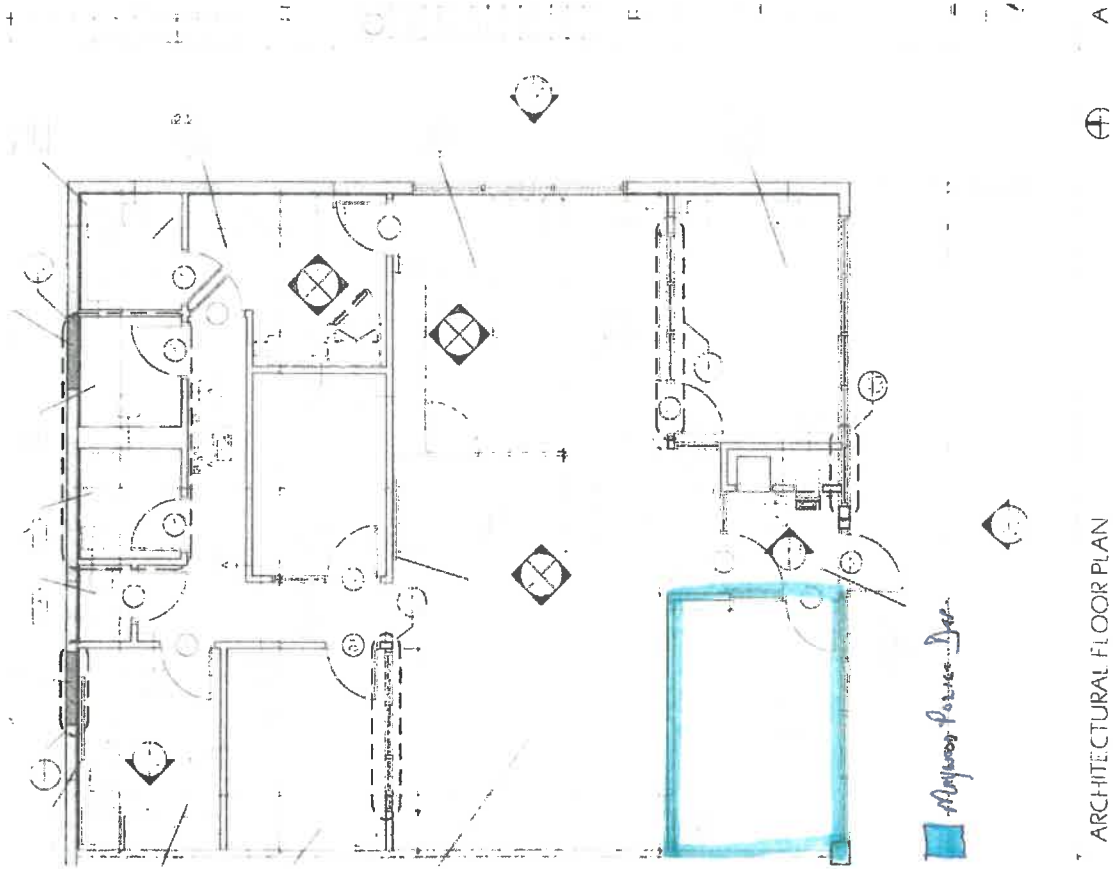
LANDLORD: MAYWOOD PROPERTY MANAGEMENT, LLC

By: _____

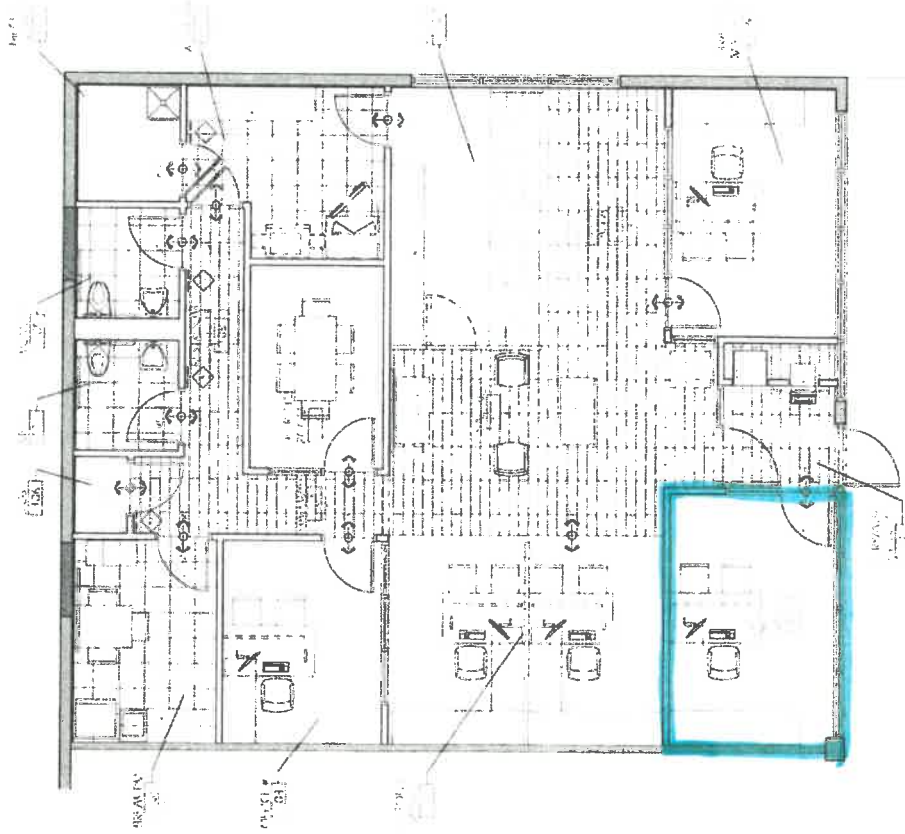
Name: _____

Title: _____

EXHIBIT A
FLOOR PLAN



ARCHITECTURAL FLOOR PLAN



 *Maywood Police Dept.*

FINISH FLOOR PLAN

EXHIBIT B

INSURANCE COVERAGES

(a) Liability Insurance. Subtenant shall, at all times, at its sole cost and expense, maintain, or cause to be maintained, Commercial General Liability Insurance, which includes premises/operations, contractual liability, personal/advertising injury, broad-form property damage, independent contractors, underground explosion and collapse, and products/completed operations coverages, against claims for personal injury or death and property damage occasioned by an incident occurring upon, in or about the Subleased Premises. Such insurance in each case shall have a minimum limit of not less than \$2,000,000 per occurrence, which limits may be obtained through a combination of primary and umbrella or Excess Policies. The insurance shall be issued by an insurer having an A.M. Best rating of not less than "A-".

(b) Insurance Requirement for Contractors and Subcontractor. Prior to commencing construction, repair or replacement of any Improvements on the Subleased Premises, Subtenant shall procure and maintain, or cause its contractor(s) and subcontractor(s) to procure and maintain or cause to be maintained, in full force and effect, at all times during the course of their work in, on or about the Subleased Premises, the following insurance coverages:

- (i) Workers' Compensation Insurance as required by the Illinois Workers' Compensation Act.
- (ii) Commercial General Liability insurance, written on an ISO Form published no earlier than 1998, including coverages for premises/operations (to be maintained no less than two (2) years following completion of the work), underground explosion, collapse hazard, completed operations, contractual liability and "broad form" property damage, in the amounts of One Million and 00/100 (\$1,000,000.00) per person and per occurrence for incidents of bodily injury, death and/or property damage, which shall name Sublandlord and Landlord's lender as an insured.
- (iii) Commercial Automobile Liability Insurance, including coverages for owned, non-owned and hired vehicles, in the amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, and is entitled:

RESOLUTION NO. R-2019-45

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A SUBLEASE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD (SUB-LEASEE),
HINSDALE BANK AND TRUST COMPANY, LLC (LEASEE)
AND MAYWOOD PROPERTY MANAGEMENT, LLC (LANDLORD)
FOR A POLICE SUBSTATION LOCATED WITHIN THE SHOPPING CENTER
AT 1109-1123 WEST MADISON STREET, MAYWOOD, ILLINOIS**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 17th day of December, 2019, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of December, 2019.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: Trustee I. Brandon

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18th day of December, 2019.

Viola Mims, Village Clerk

[SEAL]