

LEASE AGREEMENT

This Lease Agreement (herein after referred to as the "Agreement") is made and entered into on December 15, 2016, by and between William M. Thomas (the "Landlord") and The Atlanta Public Library (the Tenant).

Whereas, the Landlord is the fee owner of certain real property located 114 SW Arch Street, Atlanta, Illinois 61723 (the "Premises") and

Whereas, the Landlord desires to lease the Premises to the Tenant upon the terms and conditions contained herein;

Now therefore, in consideration of the above recitals and mutual promises and benefits contained herein, the parties agree to the following terms:

TERM. This Agreement shall commence on December 1, 2016 (the "Commencement Date"), and shall continue for a period of 20 years, ending on June 30, 2036 (the "Ending Date"). After the Ending Date, a month-to-month tenancy will begin, after which if Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time after the ending date, Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day after the Ending Date, irrespective of Commencement Date.

RENT. Under the terms of the Agreement, rent shall consist of all monetary obligations owed to Landlord by Tenant in accordance with the Agreement. Monetary obligations shall include the following:

- Starting with the Commencement Date, tenant shall pay Landlord rent in the amount of \$1000 per month by or before the first of each month.
- Each year on December 1st, after the Commencement Date, on December 1st, 2016, the rent amount will increase by 2% in order to compensate for inflation, tax, and utility increases.

LATE PAYMENT. If rent not paid by or before the 5th day of each month, a late fee of \$25 will be assessed and added to the rent due for the month.

UTILITIES. Tenant shall not pay for any utilities, services, or charges provided to the Premises, including any and all deposits required.

USE OF PREMISES & EQUIPMENT. The Premises shall be used and occupied by the Tenant for whatever purposes they deem necessary. The premises to be occupied by the Tenant are as follows:

- The large room upstairs
- The conference room upstairs
- The small room where the projection booth is located upstairs

Other parts of the building that tenant will not occupy, but will have access to throughout the lease are as follows:

- The kitchen upstairs
- The two bathrooms upstairs
- The northeast corner of the ground floor – the portion of the room on the ground floor containing the front door and door connected with the Atlanta Museum building. There is a reception desk in this corner of the room that may be used by the tenant.

ADDITIONS TO LEASED SPACE. In the future, additional space may become available in the building, and the tenant may be interested in adding to their space. In this case, the tenant may approach the landlord at any time and request an amendment to the lease in order to add this space for the remainder of the lease term. If tenant and landlord can agree on the additional cost and amount of space to be added, an amendment may be made to this lease at some point in the future.

CONDITION OF PREMISES. Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in safe, clean and tenantable condition.

ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the Premises without the prior consent of Landlord.

DAMAGES TO PREMISES. If the Premises are damaged or destroyed due to any fault of Tenant, Tenant is responsible for the full cost of repairs to the satisfaction of the Landlord.

SUBLETTING OF PREMISES. Tenant may sublet any portion or all of their leased space to other groups or parties, with the verbal permission of the landlord. Once the landlord has approved a party or group once, this permission will cover all future occurrences of subletting by that group or party. Tenant will remain entirely responsible for the premises during any subletting.

ADDITIONAL PROVISIONS. The following conditions/provisions are made between the Landlord and the Tenant:

- The Tenant is allowed to access, at no cost/fee, the Internet service provided in the Premises.
- Other building tenants will also have access to and use of the kitchen and bathrooms upstairs, and may at times need to walk through a small portion of the tenant's space to access the kitchen. These other tenants will be liable for any damage or loss to tenant's space, accidental or intentional, as a result of this "walking through."
- Should the utilities increase as a result of the Tenant's use of the Premises, the Landlord and the Tenant will enter into negotiations designed to come to an agreement regarding an additional monthly charge to be paid by Tenant to Landlord to cover utilities.

ENTIRE AGREEMENT. This document constitutes the entire Agreement between the Tenant and Landlord. The Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner prescribed by law as of the Effective Date.

By: Randy P. Brooks

Date 12-15-16

William M. [Redacted]

Date 12-15-16