

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE ("**Lease**"), dated as of the 1st of August, 2026, by and between **The City of Aurora**, an Illinois home rule municipal corporation and home rule government, (herein after "**Lessor**") and **The Riverfront Playhouse**, an Illinois not-for-profit corporation (hereinafter "**Lessee**") and, together with Lessor, collectively referred to herein as the "**Parties**".

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Lessor and Lessee covenant, warrant, and agree as follows:

1. Premises

(a) Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the Premises commonly known as "The Vargas Building located at 13 S. Water Street Aurora, Illinois 60505 for the Term of this Agreement.

(b) Lessee shall have access to and shall lease the Premises, including the first floor, lobby, theater space, second floor space, and basement space.

(c) Lessee shall not have the right to utilize the mall area for parking of any vehicle or trailer without the prior approval of Lessor.

(d) Lessee agrees to accept possession of the Premises in its existing **AS-IS** condition on the date of this Lease, without representation or warranty by Lessor, express or implied, and with no obligation of Lessor to repaint, remodel, repair, improve, or alter the Premises, or to perform any construction, remodeling, or other work of improvement upon the Premises. Without limiting the generality of the foregoing, Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Premises, the Building, or the Property, the suitability of the Premises for Lessee's use, or the condition, capacity, or performance of the Building Systems.

2. Purpose

The purpose of this lease is to allow Lessee to access and use of the premise for operation of an independent theater.

3. Term

(a) This Lease shall be for one (1) year, and shall commence on August 1, 2026, or the date approved by the Aurora City Council; whichever date is later.

(b) The initial term of this lease will expire on July 31, 2027.

(c) This Lease is renewable for three (3) additional one (1) year terms, subject to written consent of both Parties annually to be given at least ninety (90) days prior to the expiration of the then current term.

4. Fixed Rent

(a) Lessee covenants and agrees to pay fixed rent in the amount of \$400.00 per month, in advance on the first (1st) day of each calendar month during the term of the lease and without notice.

(i) Fixed rent shall increase five percent (5%) over the prior year's fixed rent on an annual basis.

(b) If the Lease commences on a day other than the first day of a month, then all monthly payments, including the payments of Fixed Rent, Operating Expenses, and Taxes, shall be prorated on a per diem basis from the lease commencement date until the first day of the following month at the rate of one-thirtieth (1/30th) of the monthly installment payable.

(c) This is a net lease. Rent shall be paid to Lessor absolutely net of all costs and expenses incurred by Lessee in connection with its occupancy of the Premises.

(d) Any Rent payable by Lessee to Lessor under this Lease that is not paid within ten (10) Business Days after the same is due, will be automatically subject to a late payment charge of thirty dollars (\$30.00) to cover Lessor's additional administrative costs. Late charges will be due and payable as set forth herein and will accrue from the date that such Rent (including late charges) are payable under the provisions of this Lease until actually paid by Lessee. Lessee acknowledges that late payment by Lessee to Lessor of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult to fix. The Parties agree that the late charge represent a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment of Rent by Lessee. Acceptance of any late charge or default interest shall not constitute a waiver of Lessee's default with respect to the overdue amount or prevent Lessor from exercising any of the other rights and remedies available to Lessor.

5. Utilities

Lessee shall be responsible to pay all utilities associated with leasing the property. This shall include but not be limited to: water, natural gas, security system expenses, waste removal, electricity, telephone service, cable and internet. To the extent such costs and expenses payable by Lessee cannot be charged directly to, and paid by, Lessee, such costs and expenses shall initially be paid by Lessor and thereafter be reimbursed by Lessee.

6. Property Taxes

(a) In accordance with 35 ILCS 200/15-60(c)(i), the leasehold interest acquired by the Lessee shall be subject to real estate property taxes pursuant to 35 ILCS 200/9-195. The Premise is currently tax exempt from real estate taxes, in accordance with 35 ILCS 200/15-60. The Premises will remain exempt as this is a not-for profit lease, for the overall benefit of the public. 35 ILCS 200/15-60. In the alternative, if Lessee fails to pay the real estate property taxes in a timely manner, the Lessor, at its option, may terminate this Lease or may pay said taxes and charge the Lessee the amount of the taxes paid plus all fees and expenses incurred by Lessor, including all attorney's fees and costs, as well as an administration fee of not less

than thirty Dollars (\$30.00). Failure to pay said taxes shall be considered an Event of Default and shall be grounds for termination of this Lease.

(b) Lessee agrees to pay the City on a yearly basis the following (prorated and billed monthly) \$175 in lieu of the annual Special Service Area tax, if any, that other downtown businesses pay to be deposited into the SSA fund and used for the purposes for which the SSA tax is collected and used.

7. Maintenance

The Parties agree that maintenance shall be divided as follows:

(a) Lessor shall be responsible for: roof maintenance and repair; structural maintenance and repair. As soon as possible, once Lessee becomes aware of any maintenance needed that is Lessor's responsibility, Lessee will inform Lessor in writing. If a non-emergency maintenance issue arises during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee will inform Lessor by contacting Central Services at 630-256-3490.

For any **emergency maintenance requests**, Lessee will contact Lessor as soon as possible and will use best efforts to contact Lessor on the same business day on which the emergency issue became known. For emergency requests, or urgent maintenance issues occurring outside of regular business hours, Lessee may contact the following Facilities staff members in the order listed: first, Alex Olvera at (630) 391-2890; and, if Mr. Olvera is unavailable, then Lukasz Tatara at (331) 758- 1937.

(b) Lessee shall be responsible for, scheduling, and paying any costs associated with: landscaping, yard maintenance, snow removal, waste removal, keeping the property good safe condition, day to day maintenance of light fixtures, electrical work and electrical compliance, security systems, fire inspections, building code compliance, plumbing, cleaning, janitorial services, smoke detectors, carbon monoxide detectors, fire extinguishers add testing of same, service and repair of HVAC systems and furnace, illuminating and maintaining outdoor areas including parking, walkways, and driveways, garbage removal, providing and changing light bulbs, removing ice, snow, and litter from walks, driveways, and parking areas.

8. Lessor's Access to Premises and Notice Requirements

For non-emergency issues, Lessor, its agents, employees, and independent contractors, shall have the right to enter Premises upon not less than two (2) calendar days' notice to:

(a) Inspects the Premises;

(b) Supply any services or repair to be provided or performed by Lessor to Lessee;

(c) Show the Premises to prospective purchasers, mortgagees, beneficiaries, or Lessees (but with respect to prospective Lessees, no earlier than six (6) months prior to the Lease Expiration Date

(d) Determines whether Lessee is complying with its obligations under the Lease;
and

(e) Alter, improve, or repair the Premises or any portion of the Building

Lessor will provide notice of its intent to enter Premises to Lynn Knauf by phone at 630-862-5582.

For emergency issues as determined by City officials, prior notice is not required for Lessor to enter the Premises. Notwithstanding, Lessor will make reasonable efforts to notify Lessee in the event of an emergency

9. Permitted Use of Premises; Compliance with Laws; Hazardous Materials

(a) The Premises shall be used as an independent theater for the day to day operations of The Riverfront Playhouse.

(b) Premises shall be used only for the permitted use, and for no other unauthorized purposes.

(c) Lessee, at Lessee's sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of governmental and quasi-governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990, (and as amended by any Americans with Disabilities Act Amendments adopted thereafter) that are applicable to the Premises and the use or occupancy of the Premises.

(d) Lessee's use of the Premises shall at all times comply with all applicable building codes, electrical codes, plumbing codes, and City ordinances. Lessee shall cooperate with Lessor to ensure its compliance

(e) Lessee is responsible for ensuring that the exterior of the Premises is at all times well maintained and aesthetically pleasing, including but not limited to, keeping the exterior and visible interior clear of debris and clutter. Lessee will keep exterior windows clear of debris or other unsightly objects that may be visible from the outside, in order to maintain a clean and orderly appearance to visitors on the mall.

(f) Lessee shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the Building, or the Property; provided, however, Lessee may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Lessee to conduct normal business operations and maintain the Premises. Lessee shall indemnify and hold Lessor, its employees, and agents, harmless from and against any damage, injury, loss, liability, charge, demand, claim, cost, or expense (including attorneys' fees and disbursements) based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Lessee or any Lessee Party in or about the Premises, the Building, or the Property, whether before or after the lease commencement date.

10. Interior Alterations and Improvements

(a) Lessee shall be permitted to make reasonable improvements to the premises upon obtaining Lessor's written consent. Lessor's written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be required to provide Lessor with prior written notice at least thirty (30) days before commencing construction of any alteration.

(b) All improvements or alterations related to health and safety should be completed in advance of Lessee occupying the property.

(c) Lessee agrees that all such work shall be done at Lessee's sole cost and expense and in a good and workmanlike manner, that the structural integrity of the Building shall not be impaired, and that no liens shall attach to all or any part of the Premises, the building, or the property by reason thereof. Lessee shall obtain, at its sole expense, all permits required for such work. Lessee agrees and affirms that any and all of its alterations or improvements to the interior of the Premises must comply with all applicable building codes, fire codes, electrical codes, and City ordinances.

(d) All permitted alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise agreed to in writing by Lessor. All alterations and additions shall be surrendered to Lessor on or before the lease expiration date. Notwithstanding the foregoing, movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without material harm to the Premises will remain Lessee's property, and shall not become the property of Lessor but shall be removed by Lessee, at its sole cost and expense, not later than the lease expiration date.

(e) Any alterations approved by Lessor must be fully completed prior to the termination of the Lease. Any alterations or improvements left incomplete may be completed by Lessor, the cost of which Lessee will be responsible.

11. Lessee Not to Misuse or Sublet/Assign Premises

(a) Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than as an independent theater.

(b) Lessee will not permit the Premises to be used for any unlawful purpose, or for any purposes that will injure the reputation of the Lessor.

(c) Lessee will not make or allow anyone using the Premises to make any permanent surface improvements without prior written authorization by the Lessor.

(d) Lessee shall not have the right to assign this Lease or to sublet the Premises or any part thereof without the prior written consent of Lessor.

12. Concealed Firearms Prohibited

Pursuant to Illinois Statute, concealed firearms are prohibited from being carried on or into a building controlled by a local unit of government. 430 ILCS 66/65(a)(5). Lessee

agrees to display Illinois State Police Concealed Carry Prohibited Area signs on the premises. 430 ILCS 66/65(d). These signs can be found on the Illinois State Police Firearms Services Bureau website. Signs shall be clearly and conspicuously posted at the entrance of a building, premises, or real property. 430 ILCS 66/65(d).

13. Insurance

(a) Lessee shall procure and maintain policies of insurance, at its own cost and expense, providing for public liability insurance during the entire term hereof covering both Lessee and Lessor as named co-insureds with terms and in companies satisfactory to Lessor with limits of not less than \$1,000,000/2,000,000 for personal injury, \$2,000,000 for property damage for any one occurrence, and an umbrella policy of \$1,000,000 per occurrence.

(b) The aforesaid insurance shall be issued by a company authorized to do business in Illinois, and shall unconditionally provide that it is not subject to cancellation or non-renewal except after at least thirty (30) days prior written notice to Lessor for the purpose of assuring such notice as to liability insurance, Lessor shall be designated therein as the "Additional Named Insured". The original insurance policies (or certificates thereof satisfactory to Lessor) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Lessor at the commencement of lease, and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage. Lessee's insurance shall provide primary coverage and any insurance of Lessor shall be considered secondary and non-contributory.

(c) Lessor shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft, breakage, vandalism, falling plaster, sprinkler drainage, plumbing systems, air conditioning equipment, the interruption of any public utility or service, steam, gas, electricity, water, rain, or other substances leaking, issuing, or flowing into any part of the Premises, or by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition, or order of a governmental body or authority, or by anything done or omitted to be done by any Lessee, occupant, or person in the building, it being agreed that Lessee shall be responsible for obtaining appropriate insurance to protect its interests.

14. Indemnification

Lessee shall indemnify, defend, and hold Lessor, its employees, agents, elected officials, and agents of Lessor or any such other person harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of the Premises or any injury or damage caused by Lessee, Lessee Parties, or any person occupying the Premises through Lessee and/or any of its patrons and invitees.

15. Damage and Destruction

(a) If the Premises is destroyed or damaged by fire or other casualty, by no fault of the Lessee, so that Lessee is unable to occupy the Premises for its Permitted Use and, in

Lessor's judgment reasonably exercised within seven (7) days after the destruction or damage, repairs cannot be made within thirty (30) days after the date of the damage or destruction, Lessor may terminate this Lease effective as of the date of the damage or destruction by giving Lessee written notice within ten (10) days of the date of the damage or destruction.

(b) If Lessor does not terminate this Lease as provided in Section 14(a) above, Lessor shall promptly rebuild, repair, and restore the Premises to its former condition; provided, however, that if Lessor has not completed such restoration within thirty (30) days after the date of the damage or destruction, Lessee may, at its option, terminate this Lease upon written notice to Lessor.

(c) If the damage or destruction renders all or part of the Premises unleaseable, Fixed Rent shall proportionately abate commencing on the date of the damage or destruction and ending on the date the Premises are delivered to Lessee with Lessor's restoration obligation substantially complete. The extent of the abatement shall be based upon the portion of the Premises rendered unleaseable, inaccessible, or unfit for the Permitted Use.

16. Signs

Lessee may at its own cost and expense install signs on the Premises. All signs must comply with all City of Aurora ordinances.

17. Lessee's Default

Each of the following events shall be an "Event of Default" hereunder:

(a) Lessee's failure to pay when due and failure to cure its failure to pay within the period of a properly served five (5) day notice.

(b) Lessee's failure to perform or observe any other covenant, condition, or other obligation of Lessee and such failure continues for a period of ten (10) days after Lessor gives Lessee written notice thereof.

(c) The Premises becomes vacant or abandoned (other than in connection with a casualty under Section 13) for greater than thirty (30) days.

(d) At Lessor's option, the occurrence of any of the following:

(i) the appointment of a receiver to take possession of all or substantially all the assets of Lessee or the Premises;

(ii) the filing of any voluntary petition in bankruptcy by Lessee, or the filing of any involuntary petition by Lessee's creditors, which involuntary petition remains undischarged for a period of thirty (30) days;

(iii) the attachment, execution, or other judicial seizure of all or substantially all of Lessee's assets or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of thirty (30) days after the levy thereof;

(iv) the admission of Lessee in writing of its inability to pay its debts as they become due;

18. Lessor's Remedies

(a) If Lessee defaults for failure to pay rent, Lessor may serve Lessee with a demand to pay any outstanding rent within five (5) days. If Lessee defaults for any other term of the lease, Lessor may serve Lessee with a demand to cure the breach within ten (10) days. Failure to pay all outstanding rent or remedy the breach within the timeframe of the demand may result in Lessor filing a Complaint for Forcible Entry and Detainer or an action for possession and damages under the Illinois Eviction Act.

(b) If Lessee is found to have breached the terms of this Lease, Lessor may hold Lessee liable for:

(i) Rent and other indebtedness that otherwise would have been payable by Lessee to Lessor prior to the expiration of the Term, less any amount that Lessor receives from re-letting the Premises after all of Lessor's costs and expenses actually and reasonably incurred in such re-letting have been subtracted;

(ii) any amounts Lessor actually and reasonably incurs in re-letting the Premises during the remainder of the Term; and

(iii) other necessary and reasonable expenses (including without limitation reasonable attorneys' fees) incurred by Lessor in enforcing its remedies.

(c) Lessor shall use reasonable efforts to relet the Premises or any part thereof, alone or together with other premises, for such term(s) as Lessor, in its sole discretion, may determine, but Lessor shall not be liable for, nor shall Lessee's obligations be diminished by reason of, Lessor's failure to re-let the Premises or collect any rent due upon such reletting. If Lessor relets the Premises and collects rent in excess of the rent, additional rent, and other rent items owed by Lessee hereunder, Lessor shall be entitled to retain any such excess and Lessee shall not be entitled to a credit therefor.

(d) Lessor's rights and remedies set forth in this Lease are cumulative and in addition to Lessor's other rights and remedies at law or in equity, including those available as a result of any anticipatory breach of this Lease. Lessor's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Lessor's delay or failure to exercise or enforce any of Lessor's rights or remedies or Lessee's obligations shall not constitute a waiver of any such rights, remedies, or obligations. Lessor shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Lessor. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver. Neither Lessee's payment of an amount less than a sum due nor Lessee's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Lessee, Lessor may apply any payment received from Lessee to any payment then due. Lessor may accept the same without prejudice

to Lessor's right to recover the balance of such sum or to pursue other remedies. Re-entry and acceptance of keys shall not be considered an acceptance of a surrender of this Lease.

19. Subordination; Estoppel Certificates

(a) This Lease shall be subject and subordinate at all times to: (i) all ground leases or underlying leases that may now exist or hereafter be executed affecting the Property or any portion thereof; (ii) the lien of any mortgage or other security instrument that may now exist or hereafter be executed in any amount for which the Property or any portion thereof, any ground leases or underlying leases, or Lessor's interest or estate therein is specified as security; and (iii) all modifications, renewals, supplements, consolidations, and replacements thereof. The provisions of this Section 20 shall be self-operative and no further instrument shall be required to effect the provisions of this Section 20. Notwithstanding anything to the contrary contained herein, Lessor will, as a condition to the subordination of this Lease, provide Lessee with an executed subordination, non-disturbance, and attornment agreement with Lessor's lender, on customary terms.

(b) If any ground lease or underlying lease terminates for any reason or any mortgage, or other security instrument is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Lessee, notwithstanding any subordination, shall attorn to and become the Lessee of the successor in interest to Lessor at the option of such successor in interest. If any mortgage or other security agreement is foreclosed, or Lessor's interest under this Lease is conveyed or transferred in lieu of foreclosure, neither the mortgagee, beneficiary, nor any person or entity acquiring title to the Property as a result of foreclosure, nor any successor or assign of either of the foregoing, shall be: (i) liable for any default by Lessor; (ii) bound by or liable for any payment of rent which may have been made more than thirty (30) days before the due date of such installment; (iii) subject to any defense or offset which Lessee may have to the payment of rent or other performance under this Lease arising from any default by Lessor; or (iv) bound by any amendment or modification to this Lease made without the consent of such mortgagee if the consent of such mortgagee or beneficiary thereto is required.

(c) Within seven (7) days following a request by Lessor, Lessee agrees to execute any documents reasonably required to effectuate the foregoing subordination or such other reasonable and customary subordination, non-disturbance, and attornment agreement submitted by Lessor to Lessee, which documents may contain such other terms as any mortgagee or prospective mortgagee may reasonably require, or to make this Lease prior to the lien of any mortgage or underlying lease, as the case may be.

(d) Lessee agrees to simultaneously give to any party holding a mortgage or other security agreement encumbering the Property, by registered or certified mail, a copy of any notice of default served upon Lessor, provided Lessee has been notified in writing of the names and addresses of such mortgagee(s) and such parties shall have the same cure rights as Lessor has under this Lease.

(e) Lessee, at any time and from time to time, within seven (7) days after written request from Lessor, shall execute, acknowledge, and deliver to Lessor, addressed to Lessor and any prospective purchaser, ground or underlying Lessor, or mortgagee or beneficiary of

any part of the Property, an estoppel certificate in form and substance reasonably designated by the Lessor. It is intended that any such certificate may be relied upon by the Lessor and any prospective purchaser, investor, ground or underlying Lessor or, or mortgagee of all or any part of the Property. Lessee constitutes and appoints Lessor as Lessee's attorney-in-fact to execute a Lessee estoppel certificate on behalf of Lessee if Lessee does not execute such certificate within said seven (7) days after receipt of request of Lessor.

20. End of Term; Holding Over

(a) No later than the expiration of the Lease date, Lessee shall remove its Lessee owned property (except as otherwise provided herein) and will peaceably yield up the Premises in broom clean condition. Notwithstanding the foregoing, Lessee shall not be responsible to repair the effects of normal wear and tear or for damage which is Lessor's responsibility to repair as listed herein this Lease.

(b) If Lessee shall hold over after the Lease expiration, Lessee shall pay one hundred and thirty percent (130%) of the Rent (including payments of Operating Expenses, Taxes, and all items of Additional Rent) payable during the final full month of the Term (exclusive of abatements, if any) and Lessee's occupancy shall otherwise be on the terms and conditions herein specified so far as applicable (but expressly excluding all renewal or extension rights). No holding over by Lessee after the Term shall operate to extend the Term. Any holding over with Lessor's written consent shall be construed as a tenancy at sufferance or from month to month, at Lessor's option. Any holding over without Lessor's written consent shall entitle Lessor to reenter the Premises as provided in Section 17 and /or Section 18, and to enforce all other rights and remedies provided by law or this Lease.

21. Security Deposit

Lessor will continue to maintain the \$800.00 security deposit submitted by Lessee on 2/27/2008, and will continue to retain the deposit in accordance with all applicable laws for the duration of Lessee's tenancy

22. Notices

Notices or other writings which either party is required to, or may wish to send to the other in connection with this Lease, shall be in writing and shall be delivered personally or sent by U.S. registered or certified mail, return receipt required addressed as follows:

If to Lessor:

City of Aurora Mayor's Office
44 E. Downer Place
Aurora, Illinois 60507

With a Copy to:

City of Aurora Corporation Counsel
44 E. Downer Place
Aurora, Illinois 60507

If to Lessee:
The Riverfront Playhouse
11 S. Water Street
Aurora, Illinois 60505

With copy to:
Lynn Knauf
10 Central Avenue
Aurora, Illinois 60506

23. Severability

It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provision hereof.

If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, 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 Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

24. Modification of Lease Agreement Terms

This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Lessor and Lessee.

25. Survival

Lessee's obligations and Lessor's right to recover under the following sections will survive the termination of this Lease Agreement:

- Section 4. Rent
- Section 5. Utilities
- Section 6. Property Taxes
- Section 9(f). Hazardous Materials
- Section 10. Interior Alterations and Improvements
- Section 14. Indemnification
- Section 19. Lessor's Remedies
- Section 26. Governing Law and Jurisdiction
- Section 27. Attorney's Fees

26. Governing Law and Jurisdiction

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. Any legal action or proceeding relating this Agreement shall be brought exclusively in the 16th Judicial Circuit Court in Kane County, Illinois. Lessee consents to such exclusive jurisdiction and agrees that venue is proper.

27. Attorney's Fees

Should there be any legal disputes regarding this Lease, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Lease agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first above written.

LESSEE:

The Riverfront Playhouse
An Illinois not-for-profit corporation

BY: _____
Lynn M. Knauf, Riverfront Playhouse
President, Board of Directors

ATTEST: _____

DATE: _____

LESSOR:

CITY OF AURORA,
an Illinois Municipal Corporation

BY: _____
John Laesch, Mayor City of Aurora

ATTEST: _____
City Clerk

DATE: _____