

ORDINANCE NO. 23-48

**AN ORDINANCE AUTHORIZING EXECUTION OF A REAL ESTATE SALE AGREEMENT  
AND PURCHASE OF REAL PROPERTY AND LEASE BACK OF PROPERTY  
(110 RAILROAD STREET, EAST DUNDEE, ILLINOIS)**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

**SECTION 1:** The President and Board of Trustees of the Village find as follows:

- A. The Village of East Dundee (the "Village") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time (the "TIF Act").
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, adopted June 16, 2008, and as amended by Ordinance Number 18-28 on September 10, 2018, the Downtown Tax Increment Financing District (the "TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 08-34, 08-35, 08-36 and 18-28 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Sections 4(c) and 3(q)(2) of the TIF Act, 65 ILCS 5/11-74.4-4(c) and 3(q)(2), to purchase real property within the TIF district, using TIF District funds, in furtherance of the Redevelopment Plan and Project for the TIF District, including for the acquisition of the "Subject Property," as defined in Section I.E. below.
- E. Deloris Doederlein, Trustee of the Deloris Doederlein Living Trust (the "Seller"), is the owner of the real estate and appurtenances attached thereto for the property located at 110 Railroad Street, East Dundee, Illinois (the "Subject Property").
- F. The Village desires to acquire the Subject Property in furtherance of the Redevelopment Plan and Project for the TIF District.
- G. As part of the agreement for acquisition, the Village agrees to lease the Subject Property to the Seller for a term of 18 months effective on the Parties' closing date, which terms and conditions are set forth in the Industrial Building Lease, attached as an exhibit to the "Real Estate Purchase and Sale Agreement."

- H. It is the desire of the Seller to convey the Subject Property to the Village on the terms set forth in the "Real Estate Purchase and Sale Agreement," and its accompanying Exhibits, attached hereto as **EXHIBIT A** and made a part hereof (the "Agreement"). The lease agreement is also attached hereto as **EXHIBIT B** ("Lease") and made a part hereof.
- I. It is in the best interest of the Village to acquire the Subject Property, to ensure that redevelopment within the TIF District continues.

**SECTION 2:** Based upon the foregoing, the Village President, Village Clerk and Village Administrator are hereby authorized and directed to purchase the Subject Property pursuant to the terms and conditions set forth in the Agreement, and lease back the Property to the Seller according to the Lease. The Village President or Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement and Lease, in a form finalized and approved by the Village Administrator and Village Attorney, and the Village Administrator and Village Attorney are also authorized to make any final changes to the Agreement and Lease as may be necessary or convenient to consummate such purchase.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 16<sup>th</sup> day of Oct 2023, pursuant to a roll call vote as follows:

AYES: Mahony, Kunze, Brittin, Saviano and Sauder

NAYS: Ø

ABSENT: Treiber

APPROVED this 16<sup>th</sup> day of October 2023, by the Village President of the Village of East Dundee, and attested by the Village Clerk, on the same day.

  
 \_\_\_\_\_  
 Village President

APPROVED and FILED in my office this 18<sup>th</sup> day of October, 2023 and published in pamphlet form in the Village of East Dundee, Kane and Cook Counties, Illinois.

ATTEST:  
  
 \_\_\_\_\_  
 Village Clerk

**EXHIBIT A**

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

(attached)

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made and entered into as of October 16, 2023 (Purchaser will fill in the date after the Village Board gives its approval) (the “*Effective Date*”) by and between the VILLAGE OF EAST DUNDEE, an Illinois home-rule municipal corporation (“*Purchaser*”), and DELORIS DOEDERLEIN, Trustee of the DELORIS DOEDERLEIN LIVING TRUST (“*Seller*”). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the “*Parties*”) agree as follows:

### Section 1. Recitals.

**A. Parcel.** The Seller owns fee simple title to that certain real property consisting of a rectangular parcel commonly known as the 110 Railroad St., East Dundee, Illinois, and which parcel is legally described on *Exhibit A* attached hereto (“*Parcel*”).

**B. Property Description.** Purchaser desires to purchase from Seller, and Seller agrees to sell to Purchaser, (i) the Parcel, (ii) the improvements thereon, (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the “*Property*”), subject to this Agreement.

**C. Lease to Seller:** Purchaser agrees to lease the Property to Seller for a term of eighteen months starting on the Closing Date (as defined in Section 10 below) for a monthly rental amount of \$ 1.00 and other terms and conditions (“*Lease*”), a copy of the Lease is attached hereto as Exhibit B.

**D. Preservation of Green Building.** Purchaser agrees to make its reasonable best efforts to preserve the building which is painted green and is located on the north portion of the Property, (“*Green Building*”) and incorporate it into the redevelopment of the Property provided such incorporation can be at a cost-efficient manner and complies with the purpose of the redevelopment plan. Such preservation of the Green Building may be limited by cost, use, and ownership of the Property on which the Green Building rests.

**E. Donation of Parcel assigned PIN 03-23-314-007-000.** Seller owns the property adjacent to the Parcel and which the Seller will donate to the Purchaser under the terms of a separate Donation Letter (“*Donated Property*”). It is the Parties’ intention that the donation of the Donated Property will occur simultaneously with the Closing on the Property.

**F. Dismissal of Complaint for Condemnations.** Prior to or upon the completion of the Closing, the Purchaser will cause the Complaint for Condemnation filed by the Village of East Dundee as Plaintiff against the Seller as Defendant with the Circuit Court of the Sixteenth

Judicial Circuit Kane County, Illinois Case no 2022-ED-000035 to be dismissed with prejudice provided this transaction has closed.

**Section 2. Incorporation of Recitals.** The Recitals are incorporated into this Agreement.

**Section 3. Purchase and Sale; Purchase Price.**

**A. Purchase Price.** Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement. The purchase price for the Property is \$800,000.00 ("***Purchase Price***").

**B. Earnest Money.** There shall be no earnest money deposit.

**C. Balance of Purchase Price.** Purchaser shall pay the Purchase Price, plus or minus prorations, credits, and adjustments as provided in this Agreement, at the Closing through a Closing Escrow (defined in Section 10 below) by wire transfer in accordance with wire instructions provided by the Chicago Title Insurance Company ("***Title Company***").

**Section 4. Parties' Preliminary Obligations and Rights.**

**A. Seller's Deliveries.** Within fourteen (14) business days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Property or the Donated Property in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto; (ii) existing survey(s) of the Property or Donated Property; (iii) any environmental reports, including Phase I and Phase II reports, soil testing or other reports or documents related to proposed development of the Property or the Donated Property; (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws; (v) all contracts and services agreements binding on the Property and the Donated Property and (vi) any unrecorded easements, licenses, or other rights to occupy or use the Property or the Donated Property (collectively "***Seller's Deliveries***"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete, and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorneys.

**B. Title Commitment.** Purchaser obtained a commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2006 version) (i) in the amount of the Purchase Price, (ii) with the following endorsements: an extended coverage endorsement over all standard exceptions (1-6) of Schedule B Part II of the Title Commitment defined below ("***Schedule B***"), Access Endorsement to Railroad St., Location Endorsement and an Encroachment Endorsement, if any encroachments are shown on the Survey, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (as defined in Section 5.B.4) (the "***Title Policy***"). Purchaser will pay the cost for the Title Policy with the aforementioned endorsements and any other endorsements. The Purchaser has obtained the following preliminary title commitment No. CCH12301625LD for the Property ("***Title Commitment***"). Title Commitment is attached to and incorporated as Exhibit C to this Agreement. Seller agrees to use this Title Commitment. The Title Commitment also includes the Donated Property to be cost effective for the Purchaser.

**C. Surveys and Plats.** Within 30 days of the Effective Date the Purchaser will obtain an ALTA/NSPS standard survey (“*Survey*”) of the Property, that (a) is prepared by a surveyor approved by Purchaser, (b) will be certified in favor of Seller, Purchaser and the Title Company, (c) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (d) contains a certification as to the total acreage of the Property, (e) includes the Table A Items 1, 2, 3, 4, 7a, 8, 9, 10, 11b, 13, 16, 19 (in the amount of \$2,000,000), and (f) is provided to Purchaser in digital format in NAD 83 State Plane Coordinates, and the surveyor shall provide six hard copies of the Survey to Purchaser. Purchaser will pay the cost for the ALTA Survey. The Survey shall also include the Donated Property to be cost effective for the Purchaser.

**D. Environmental Assessment.** Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, (ii) tests or borings of the soil on the Property, (iii) asbestos testing of any improvements located on the Parcel, and (iv) other investigations or analyses concerning the environmental and physical condition of the Parcel (collectively, “*Environmental Assessments*”). Only at Seller’s written request through counsel, Purchaser shall provide a copy of any completed Environmental Assessment to Seller. Purchaser may include the Donated Property in its Environmental Assessments in order to be cost effective for the Purchaser.

**Section 5. Due Diligence Period.**

**A. Period and License.** During the period that begins on the Effective Date and ends on the sixtieth (60<sup>th</sup>) day after the Effective Date (“*Due Diligence Period*”), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires (“*Due Diligence Activities*”). The Due Diligence Activities may include, without limitation, reviews of Seller’s Deliveries, the Title Commitment, the ALTA Survey, and the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon 1 day’s prior notice to Seller. Purchaser may include the Donated Property in its Due Diligence Activities in order to be cost effective for the Purchaser.

**B. Review of Title Commitments and Surveys.**

**1. Identification of Unpermitted Exceptions and Commitment to Cure.** Upon the later of (i) one hundred twentieth (120<sup>th</sup>) day after the Effective Date and (ii) the 10th business day following Purchaser’s receipt of the Title Commitment **and** the Survey, Purchaser shall send written notice (“*Title Objection Notice*”) identifying any matter identified in such Title Commitment or Survey that Purchaser determines, will adversely affect Purchaser’s intended redevelopment of the Property, (the “*Unpermitted Exceptions*”), and the Seller commits, at Seller’s cost, to (a) cure or remove the Unpermitted Exception or (b) cause the Title Company to insure over the Unpermitted Exceptions (“*Commitment to Clear Exceptions*”). Notwithstanding the process identified in this Section 5.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein (collectively, the “*Must Cure*”).

**Exceptions**”): (i) each mechanics’, materialmen’s, repairmen’s, contractors’ or other lien that encumbers the Property, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Property, (iii) all past due Real Estate Taxes (defined in Section 10.F) applicable to the Property, (iv) each judgment against Seller that may constitute a lien against the Property, and (v) title exceptions shown in Schedule B Part II as follows will be removed from the Title Commitment and Owner’s Policy: 1 through and including 7, B-8, anything accrued and due prior to closing pursuant to I-10 will be paid as of Closing, C-11; L-12, W-13 (provided that Purchaser shall be responsible for the preparation, filing and recording of all such documents necessary to remove said exception at Purchaser’s sole cost and expense), D-14, E-15, N-16, U-17, M-18, O-19, F-23 and A-24.

**2. Seller’s Compliance with Commitment to Clear Exception.** At least 10 days prior to Closing, Purchaser shall obtain from the Title Company an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions (including the Must Cure Exceptions) have been cleared. If Seller fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exception that Seller committed to, but failed to, clear, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exception and shall accept Seller’s Deed at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement.

**3. Deliberately omitted.**

**4. Permitted Exceptions.** Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice or (ii) is not defined in Section 5.B.1 as an Unpermitted Exception or a Must Cure Exceptions or (iii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 5.B.2, is a “**Permitted Exception**.”

**5. Effect of Termination.** In the event of a termination pursuant to Section 5.B.2, neither party shall have any claim or obligation under this Agreement, except for those rights, liabilities, and obligations that expressly survive the termination of this Agreement.

**C. Review of Environmental Assessments; Environmental Work.**

(i) **Remediation Notice.** If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, “**Storage Tanks**”)) removal, and (b) may adversely affect Purchaser’s intended redevelopment of the Property (an “**Environmental Condition**”), then, before the end of the Due Diligence Period, Purchaser may send Seller a written notice terminating this Agreement, in which event neither party shall have any further liability to the other.

**D. Purchaser’s Right to Terminate.** In addition to its termination rights pursuant to Section 5.B, not later than the last day of the Due Diligence Period (the “**Approval Deadline**”),

Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Property are not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion, and that Purchaser has elected to terminate this Agreement ("**Termination Notice**").

**E. Restoration.** If a Due Diligence Activity damages the Parcel, and Purchaser does not acquire the Property, then Purchaser shall restore the Parcel to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

**Section 6. Representations and Warranties.**

**A. Seller General Representations and Warranties.** Seller, represents and warrants to Purchaser that, as of the date hereof and as of the date of Closing:

- (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
- (ii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service, maintenance, or other contracts that which will be binding upon Purchaser or the Property after the Closing other than the Lease, that certain lease between Seller and Greg Capocasa doing business as Mid Valley Glass and Service and that certain lease between Seller and Bonkoski Lawn Care, Inc. an Illinois corporation and guaranteed by John Bonkoski (collectively the "Seller Leases"), copies of which are attached hereto as Exhibit E;
- (iii) except for the eminent domain complaint filed by Purchaser, the Property is not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits, or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions, or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions, or unsatisfied orders by or in favor of any party whatsoever;
- (iv) to the best of Seller's knowledge, there are no unrecorded easements, liens, or encumbrances affecting the Property;
- (v) to the best of Seller's knowledge and except as disclosed in the Environmental Assessments there has not been (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42. U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in 14.D.2) governing environmental matters ("**Environmental Laws**") (collectively, "**Hazardous Materials**"), and the use of the Property has been in



compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Property; provided, however, that Seller states that during the history of Seller's ownership of the Property, gasoline was stored at the property for lawn care, (c) the Property is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Property and any Storage Tanks formerly located on the Property were removed in compliance with all Environmental Laws;

- (vi) except as disclosed in Seller's Deliveries, Seller has received no written notice of (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Property or (b) any alleged violation of any Environmental Laws;
- (vii) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (viii) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby; and
- (ix) Neither Seller nor any of its affiliates have (a) commenced a voluntary case, or had entered against them a petition, for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (b) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (c) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors, or (d) made a general assignment for the benefit of creditors.

At Purchaser's request, the Seller, shall reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of Closing. Notwithstanding anything to the contrary in this Section or this Agreement, any representations made by Seller herein are made to the best of Seller's knowledge with no duty to investigate. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, AND MORE SPECIFICALLY, WITH THE EXCEPTION OF SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH WITHIN THIS AGREEMENT, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING, AND PURCHASER IS PURCHASING, THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR IN ANY DOCUMENT DELIVERED AT CLOSING,

PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY OR ANY OF THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION CONTAINED IN ANY REPORT, PLAN OR OTHER WRITTEN MATERIAL GIVEN BY SELLER WITH RESPECT TO THE PROPERTY.

**B. Purchaser's Representations and Warranties.** Purchaser, represents and warrants to Seller that, as of the date hereof and as of the date of Closing:

- (i) Purchaser has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Purchaser is a party, and, subject to Section 14.F., no other proceedings on Purchaser's part are necessary in order to permit Purchaser to consummate the transaction contemplated hereby.

Purchaser's representations and warranties hereunder shall survive the Closing for six months.

**C. Survival; Indemnification.** Seller's representations and warranties shall survive Closing for six months starting at such time as Seller delivers possession of the Property to Purchaser under the Lease. If, and only if, Closing occurs, Seller agrees to indemnify, hold harmless, and defend Purchaser, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments, or decrees of any kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in Seller's representations or warranties contained herein.

**Section 7. Covenants and Agreement.**

**A. Seller's Covenants and Agreement.** Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property, without Purchaser's prior written consent,
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property, without Purchaser's prior written consent,
- (iii) Seller shall not knowingly create, or knowingly allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions),

- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property,
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate,
- (vi) Seller shall use commercially reasonable efforts to comply with all Applicable Laws materially affecting the Property, and pay taxes and mortgage payments on it as they become due.

**B. Purchaser's Covenant and Agreement.** Purchaser covenants and agrees that it shall:

- (i) After the Closing, and as part of Purchaser's redevelopment of the Property, place a plaque, not bigger than one foot by one foot ("Plaque") on any subsequent building built on the Property by the Purchaser, and while the Purchaser may take into account Seller's suggested information to be on the Plaque, it is in the Purchaser's sole discretion how the Plaque will ultimately read and look.. This Plaque will be at Purchaser's sole cost and expense.

**Section 8. Bulk Sales/Illinois Income Tax Withholding.**

At least 20 days prior to the Closing, Purchaser shall, with Seller's full cooperation, notify the Illinois Department of Revenue (the "**Department**") and the Illinois Department of Employment Security ("**IDES**") of the intended sale of the Property and request the Department and IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j or under the Section 2600 of the Illinois Unemployment Insurance Act (collectively the "**Bulk Sale Act**"). At or prior to the Closing, Seller shall cause to be delivered (whether by Seller directly or through the Department or IDES) to Seller evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act ("**Release**"), or, alternatively, such amount as may be required to be withheld from the proceeds due Seller at the Closing ("**Stop Order**"). Upon receipt of a Stop Order, Purchaser shall at the Closing deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the Stop Order, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Bulk Sale Act. Seller shall indemnify, defend and hold harmless Purchaser, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller's failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property except for any state or county transfer taxes, or (iii) otherwise comply with any bulk sales laws of the State of Illinois or Kane County. The foregoing indemnity shall survive the Closing Date.

**Section 9. Conditions Precedent to Closing.**

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "Closing Contingencies"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 10.C, and
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy.

Purchaser may inspect the Property within forty-eight (48) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 14.E.1.

**Section 10. Closing.**

**A. Conveyance and Possession.** At Closing, Seller shall convey fee simple title to the Property to Purchaser by delivery of Seller's warranty trustees deed ("***Seller's Deed***") in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions. Seller shall deliver full and complete possession of the Property to Purchaser upon the expiration or earlier termination of the Lease. Seller shall deliver the Property to Purchaser in its as-is condition as of the Closing Date.

**B. Time, Place; Closing Escrow.**

- (i) Time. The Closing will occur (i) no later than the 30<sup>th</sup> day following the expiration of the Due Diligence Period; or (ii) on another date mutually agreed to in writing by the Parties (the "***Closing Date***").
- (ii) Place. The Closing will be at the office of the Title Company at 10 S. LaSalle St., Chicago, Illinois or 500 Skokie Blvd, Suite 290, Northbrook, Illinois. The Parties need not physically attend a Closing.
- (iii) Closing Escrow. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a "***Closing Escrow***"). The Closing will be a "New York" style closing.

**C. Seller Closing Deliveries.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable), in form and substance satisfactory to Purchaser:

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,
- (ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions including a Plat Act Affidavit or compliance with the Illinois Plat Act,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws,
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument or assurance required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (viii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
- (ix) a signed Lease in duplicate.
- (x) an Affidavit of Title in a form acceptable to Purchaser,
- (xi) a bill of sale (with general warranty of title) conveying to Purchaser any the personal property noted on Exhibit D,
- (xii) Releases from the Department and IDES, pursuant to Section 8 to the extent received by Seller and if not received then Seller will provide a Stop Order and an escrow agreement, for the required funds to be held by the Title Company until a Release is issued, and
- (xiii) a release of liens from all real estate brokers, finders and salespersons, if

any, with respect to this Agreement.

- (xiv) Termination of the Lease Agreement with Right of First Refusal dated December 16, 2013 between the Purchaser and Seller for the Donated Property
- (xv) Estoppel Letters from the tenants under the Seller Leases approved by Purchaser.
- (xvi) Assignment of Lease from Seller to Purchaser, as approved by Purchaser, and which provides the Seller will hold Purchaser harmless from any costs or attorney fees incurred by Purchaser should these tenants in the Seller Leases fail to vacate the Property as required.

**D. Purchaser's Closing Deliveries.** At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) real estate transfer declarations or exemptions required by Applicable Laws,
- (vi) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction,
- (vii) Certified copies of the ordinances, and resolutions, associated with this Agreement, as required,
- (viii) a signed Lease in duplicate, and
- (ix) Releases from the Department and IDES, pursuant to Section 8 to the extent received by Purchaser.

**E. Closing Costs.** At Closing, Seller shall pay Seller's attorneys' fees related to such Closing. Purchaser shall pay 100% of the following: (i) the Title Company's closing fees related to such Closing, (ii) 100% of the costs incurred in recording the Seller's Deed, and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs

incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) Purchaser's attorneys' fees related to such Closing, (v) the cost of the Title Policy and the all endorsements thereon, (vi) the cost of the Survey, and (vii) any and all state, county and municipality transfer taxes.

**F. Prorations.** All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, "*Real Estate Taxes*") are currently the responsibility of the Purchaser to pay under the terms of a separate Lease between the Parties for another property and therefore no credit will be given by either party to the other. All water, sewer, and other utility charges, if any, shall be prorated as of Closing.

**Section 11. Casualty; Condemnation.** Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation by an entity other than Purchaser, of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award toward the payment of the Purchase Price to the extent such condemnation awards have been received by Seller, and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller within ten (10) business days after Purchaser has received written notice from Seller of such material condemnation. If, prior to the Closing, a portion of the Property is condemned and such portion is not a material portion of the Property, the proceeds of any condemnation award shall be applied toward the payment of the Purchase Price to the extent such condemnation awards have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 11, the term "material portion" shall mean greater than ten percent (10%) of the value of the Property or an absence of reasonable access to the Property. If prior to Closing all or a material portion of the Property is damaged or destroyed by a casualty or for any reason, the Lease and the Seller Leases are terminated; and all rights in and to the Property by virtue of the Lease and the Seller Leases of the Seller and the tenants under the Seller Leases are terminated, and the Parties shall proceed with the Closing hereunder pursuant to and upon the terms of this Agreement except Possession of the entire Property will be delivered to Purchaser at Closing, unencumbered by any Lease.

**Section 12. Brokers.** Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim against Purchaser for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement as a result of services alleged provided to Seller, then Seller shall indemnify and hold harmless the Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim. If any broker or other person asserts a claim against Seller for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement as a result of services alleged provided to Purchaser, then Purchaser shall indemnify and hold harmless the Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim.

**Section 13. Patriot Act.**

A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (“*Patriot Act*”) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, and the USA FREEDOM Act dated June 2, 2015 are collectively referred to as the “Patriot Rules” and are incorporated into this Section.

B. **Representations and Warranties.** Purchaser and Seller hereby represent and warrant, each to the other, that each and every “person” or “entity” affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser’s or Seller’s knowledge:

- (i) not a “blocked” person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“*OFAC*”),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.



C. **Mutual Notice; Termination.** Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the “*Non-Blocked Party*”) and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

**Section 14. General Provisions.**

A. **Integration; Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. **Further Actions.** The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. **Confidentiality.** The Parties shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, “*Negotiation Information*”), strictly confidential and shall not disclose (and shall cause its attorneys consultants, and agents not to disclose) Negotiation Information to any third party, without the other party’s prior written consent, which consent may be granted or withheld. The obligations of this Section will survive Closing or the termination of this Agreement. Nothing in this Section will be deemed to prohibit disclosure of any information that is generally available to the public or is required to be disclosed pursuant to the Illinois Freedom of Information Act (140 ILCS 5/1 *et seq.*).

D. **Interpretation.**

- (i) **Presumption.** There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.
- (ii) **Compliance with Applicable Laws; Governing Law.** In performing their obligations under this Agreement, the Parties shall comply will all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws (“*Applicable Laws*”). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

- (iii) Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description of Property  
Exhibit B: Lease  
Exhibit C: Title Commitment  
Exhibit D: List of Personal Property

- (iv) Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.
- (v) Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (vi) Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or federal or State of Illinois holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or federal or State of Illinois holiday.

## **E. Enforcement.**

### **1. Default.**

**a. Purchaser Default.** If Purchaser fails to perform an obligation under this Agreement, and does not, within 5 days after receiving written notice from Seller of such failure, either (i) cure such failure or (i) if such failure cannot reasonably be cured within 5 days, commence and diligently pursue a cure for such failure, then Purchaser will be in default of this Agreement and Seller may terminate this Agreement as its sole and exclusive remedy.

**b. Seller Default.** If (i) Seller fails to perform an obligation under this agreement or (ii) any representation or warranty made by Seller hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within 5 days after receiving written notice from Purchaser of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within 5 days or if such action cannot reasonably be completed within 5 days, commence and diligently pursue a cure for such failure or such action, then Seller will be in default of this Agreement and Purchaser may (i) terminate this Agreement or (ii) pursue any other

remedy available at law or equity, including without limitation an action for specific performance. Without limiting Purchaser's rights under the preceding sentence, if (i) a representation or warranty made by Seller becomes materially untrue, but not as the result of an act or omission of Seller, or (ii) a Closing Contingency is not satisfied, then Purchaser may terminate this Agreement.

2. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3. **Prevailing Party Attorney Fees.** In any litigation filed to enforce this Agreement, the prevailing Party will be entitled to recover from the other Party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.

4. **Venue.** Venue for any litigation concerning the enforcement of this Agreement will be in the Circuit Court of Kane County, Illinois.

**F. Execution of Agreement.**

1. Board Approval Required.

(a) Effectiveness: Irrevocable Offer. Purchaser acknowledges that (1) this Agreement is not effective until it is approved by Purchaser's Village Board in accordance with Applicable Laws and executed by the Purchaser's Village President, (2) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (3) such offer may be accepted by the lawful approval of the Agreement by Purchaser's Village Board, and (4) that such offer is irrevocable until October 24, 2023.

(b) Consideration. Seller acknowledges that Purchaser's good faith consideration of this Agreement and Seller's irrevocable offer, is adequate consideration for Seller's agreements in this Section.

2. Counterparts and Effectiveness. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

**G. Notices.** Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices

under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

To Seller: DeLoris Doederlein, trustee  
of the DeLoris Doederlein Living Trust  
525 Reese Ave.  
East Dundee, IL 60118

With a copy to: Gary M. Vanek and Lindsay K. Sanchez  
Vanek, Larson & Kolb  
200 W. Main St.  
St. Charles IL 60174  
[gvanek@vklawfirm.com](mailto:gvanek@vklawfirm.com)  
[lsanchez@vklawfirm.com](mailto:lsanchez@vklawfirm.com)

To Buyer: Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118  
Attn: Erika Storlie, Village Administrator  
Email: [estorlie@eastdundee.net](mailto:estorlie@eastdundee.net)

With a copy to: Elrod Friedman LLP  
325 N. LaSalle St. Suite 450  
Chicago, Illinois 60654  
Attn: Kelley A. Gandurski / Megan R. Cawley  
Email: [Kelley.Gandurski@ElrodFriedman.com](mailto:Kelley.Gandurski@ElrodFriedman.com) /  
[megan.cawley@ElrodFriedman.com](mailto:megan.cawley@ElrodFriedman.com)

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

**H. Time of Essence.** Time is of the essence to this Agreement and to all dates and time periods set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

**SELLER:**

**DELORIS DOEDERLEIN AS TRUSTEE  
OF THE DELORIS DOEDERLEIN  
LIVING TRUST**

By: *Deloris Doederlein*

Name: Deloris Doederlein,  
Trustee aforesaid

Date Seller executed: *October 10*, 2023

**PURCHASER:**

**VILLAGE OF EAST DUNDEE,  
an Illinois municipal corporation**

By: *Jeffrey Lynam*

Name: Jeffrey Lynam

Title: Village President

**ATTEST:**

By: *Katherine Diehl*

Name: Katherine Diehl

Title: Village Clerk

Date Purchaser executed: *October 16*, 2023

**EXHIBIT A**

**LEGAL DESCRIPTION OF PARCEL**

**(To be confirmed with the Title Company and Surveyor)**

LOTS 1,2,3,4,5,6,7,8,9,10 AND 11 IN BLOCK 1 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

Commonly known as 110 Railroad St. East Dundee, IL.  
PIN 03-23-314-001-0000.

DONATED PARCEL which may be included on the Title Commitment and Survey but which will transfer pursuant to the terms of that Donation Letter Agreement between the Seller as Donor and the Purchaser as Donee dated October \_\_\_\_, 2023:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23. TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD STREET 22.5 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTER LINE OF THE MAIN TRACK FO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE CENTER LINE OF HILL STREET (FORMERLY SOUTH STREET); THENCE WESTERLY ALONG THE CENTER LINE OF SAID HILL STREET TO THE EASTERLY LINE, EXTENDED SOUTHERLY, OF BLOCK 1 OF EDWARD'S ADDITION TO DUNDEE; THENCE NORTHERLY ALONG THE EXTENSION OF AND THE EASTERN LINE OF SAID BLOCK 1 TO THE SOUTHERLY LINE OF SAID RAILROAD STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Commonly known as Parking Lot and leased by Purchaser/Donee under that certain Lease Agreement with right of First Refusal dated December 16, 2013 between the Village of East Dundee as the Village/ tenant and DeLoris Doederlein as the Owner/landlord

PIN: 03-23-314-007-0000.

**EXHIBIT B**  
**PROPOSED LEASE**

**INDUSTRIAL BUILDING LEASE**

**LEASE AGREEMENT  
BY AND BETWEEN**

**VILLAGE OF EAST DUNDEE, ILLINOIS  
("Landlord")**

**and**

**DELORIS DOEDERLEIN  
("Tenant")**

**For**

**110 RAILROAD ST. EAST DUNDEE, ILLINOIS ("Premises")**



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## INDUSTRIAL BUILDING LEASE

This Lease Agreement made \_\_\_\_\_ 2023, between Village of East Dundee, an Illinois municipal corporation, having an office at 120 Barrington Avenue, East Dundee, Illinois 60118, referred to in this Lease as “Landlord”,

-and-

DeLoris Doederlein, having an office at 110 Railroad St. East Dundee, Illinois 60118 referred to in this Lease as “Tenant.”

1. **Leased Premises.** Landlord Leases to Tenant and Tenant hires from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements thereon, located at 110 Railroad St. East Dundee, Illinois more particularly described in Schedule A annexed to and made part of this Lease; the land, building and improvements being referred to in this Lease as the “Premises.” This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way and restrictions of record.

2. **Term.** The term of this Lease shall be for eighteen months (18) months, commencing \_\_\_\_\_ and ending midnight, \_\_\_\_\_.

3. **Tenant’s Use of the Premises.**

(a) **Use by Tenant and Certificate of Occupancy.** Tenant shall use and occupy the Premises for storage of existing equipment on the Premises and as Tenant’s personal office while she is disposing of the property, equipment and tools of the former lumberyard business formerly located on the Premises. Tenant has subleased to two existing tenants Greg Capocasa, an individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation whose subleases are attached as Exhibit C (jointly and individually “Subtenants”) but shall not have the ability to sublease to any new tenants.

(b) **Prohibited Use.** Tenant shall not occupy nor use all or any part of the Premises nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any unlawful or disreputable purpose, nor for any extra hazardous purpose on account of fire or other casualty, nor for any commercial purposes. This lease is only for the former lumberyard property, and not the adjacent parking lot.

(c) **Landlord’s access:** Landlord shall have access to the Premises to conduct due diligence related to Landlord’s redevelopment of the Premises. Access shall be granted with one business day prior notice to Tenant.

4. **Fixed Annual Rent, Additional Rent and Other Sums to be Paid by Tenant.**

(a) **Fixed Annual Rent.** During the Lease term, Tenant shall pay Landlord the fixed annual rent payable in twelve (12) equal consecutive monthly installments with annual increases for the following annual and monthly amounts as follows:

Period	Annual Base Rent	Monthly Base Rent
, 2023- , 202	18.00	1.00

on the first day of each month, in advance, with the exception that the first monthly installment of fixed annual rent shall be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection. Notwithstanding anything to the contrary herein, Tenant shall have the right to prepay all rent due under this Lease at the commencement of the Lease at Tenant's discretion.

(b) **Real Estate Taxes.** Landlord will pay all annual real estate taxes and assessments assessed and levied against the Premises ("Real Estate Taxes") when due.

(c) **Additional Rent Based Upon Other Sums.** Tenant shall pay Landlord, as additional rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.

(d) **Additional Rent Based Upon Reimbursement to Landlord.** If Tenant shall fail to comply with or to perform any of the terms, conditions and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with interest at the prime rate per annum of Chase Bank (or its successor), plus two (2%) percent (the "Prime Rate"), which interest shall accrue from the date of Landlord's demand.

(e) **Additional Rent Based Upon Late Payment.** If Tenant defaults, for more than five (5) days in the payment of any monthly installment of fixed annual rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of five (5%) percent of the rent or expense.

(f) **Additional Rent Based Upon Landlord's Legal Expenses in Enforcing Lease.** As additional rent, Tenant shall pay Landlord, all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; provided, however, that in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in that event Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

(g) **Additional Rent Based Upon Taxes Based on Rent.** If at any time during the term of this Lease a tax or charge shall be imposed by the State of Illinois or the county or municipality in which the Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against

Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

(i) **Net Lease, No Setoff and Application.**

(i) **Net Lease.** It is the intention of the parties that this Lease is a “triple net lease” except as it relates to Real Estate Taxes, and Landlord shall receive the fixed annual rent, additional rent and other sums required of Tenant under the Lease, undiminished from all costs, expenses and obligations of every kind relating to the Premises, which shall arise or become due during the Lease term, all of which shall be paid by Tenant.

(ii) **No Setoff.** Tenant shall pay Landlord all fixed annual rent, additional rent and other sums required of Tenant under the Lease, without abatement, deduction or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant shall be deemed independent of any other terms, conditions or covenants of this Lease.

(iii) **Application.** No payment by Tenant or receipt by Landlord of an amount less than the full fixed annual rent, additional rent, or other sums required of Tenant under the Lease, shall be deemed anything other than a payment on account of the earliest fixed annual rent, additional rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, shall be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord’s right to recover the balance of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

(j) **Place of Payment of Rent.** The fixed annual rent, additional rent and other sums required of Tenant under this Lease, shall be paid by Tenant to Landlord at 120 Barrington Ave, East Dundee, Illinois 60118 or to such other place as Landlord may notify Tenant.

(k) **Rent Reserved.** The total rent reserved under this Lease is \$18.00 Dollars, plus all additional rent and other sums referred to in this Lease and due through the expiration date of this Lease.

5. **Condition, Repair, Replacement and Maintenance of the Premises.**

(a) **Condition of the Premises.** Tenant acknowledges examining the Premises prior to the commencement of the Lease term, that Tenant is fully familiar with the condition of the Premises and that Tenant accepts the Premises “As-Is.” Tenant enters into the Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Premises, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

(b) **Tenant ‘s Obligations.**

(i) **Tenant ‘s Maintenance.** Tenant shall, at Tenant’s own expense, maintain, keep in good condition, repair and make replacements, foreseen and unforeseen, ordinary and

extraordinary, structural and non-structural, to the exterior of the building on the Premises (including, but not limited to, the roof, roof system, windows and doors) and interior of the building on the Premises (including, but not limited to, the plumbing system, the sprinkler system, if any, the heating system, the air conditioning system, if any, the electric system and any other system of the building on the Premises), and the driveways, parking areas, shrubbery and lawn, on the Premises, and at the expiration or other sooner termination of the Lease term, deliver them up in good order and condition and broom clean.

(ii) **Damage Caused by Tenant.** Notwithstanding any contrary provisions set forth in this Lease, any damage to the Premises, including, but not limited to, the building or its systems, or the improvements, caused by Tenant or a "Tenant Representative" (as defined below), shall be promptly repaired or replaced to its former condition by Tenant, as required by Landlord, at Tenant's own expense. The term "Tenant Representative" shall mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, Subtenant or invitee of Tenant, or any third party other than Landlord.

(iii) **Tenant to Keep Premises Clean.** In addition to the foregoing, and not in limitation of it, Tenant shall also, at Tenant's own expense, undertake all replacement of all plate glass and light bulbs, florescent tubes and ballasts, and decorating, redecorating and cleaning of the interior of the Premises, and shall keep and maintain the Premises in a clean condition, free from debris, trash, refuse, snow and ice. The exception to this shall be the items set to be discarded by tenant subject to Section 31 below.

(iv) **Tenant's Negative Covenants.** Tenant shall not injure, deface, permit waste nor otherwise harm any part of the Premises, permit any nuisance at the Premises, permit the emission of any objectionable noise or odor from the Premises, place a load on the floor on the Premises exceeding the floor load per square foot the floor was designed to carry, or install, operate or maintain any electrical equipment in the Premises that shall not bear an underwriter's approval..

## 6. **Insurance.**

(a) **Insurance Coverage.** Tenant shall, during the lease term, at Tenant's own expense, obtain and keep in force, the following insurance as outlined below and will cause the Subtenants to carry the insurance as addressed in Exhibit B attached hereto and made a part hereof and known as the Insurance Requirements for Subtenants:

(b) **Insurance Requirements.** All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

## **Required limits:**

### **Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

### **Umbrella Liability:**

Coverage excess of general liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

### **Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

## **7. Compliance with Laws and Insurance Requirements.**

(a) **General Compliance with Laws and Requirements.** Tenant shall, at Tenant's own expense, promptly comply with: (i) each and every federal, State of Illinois, county and municipal statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing,

including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor federal, State of Illinois, county and municipal statutes, ordinances, codes, rules, regulations, orders, directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance (X) results from any condition, event or circumstance existing on or after the commencement of the Lease term; (Y) interferes with Tenant's use or enjoyment of the Premises; or (Z) requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive or requirement shall not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive or requirement.

(b) **Environmental Law.**

(i) **Transaction Triggered Environmental Law.** Tenant shall, at Tenant's own expense, comply with any transaction triggered environmental law (including, without limitation, a law whose applicability is triggered upon sale of the Premises, a cessation of operations at the Premises, a corporate reorganization, or other commercial transaction), the regulations promulgated thereunder, and any amending and successor legislation and regulations now or hereafter existing in the state (the "Cleanup Law"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to and comply with all requirements of, the applicable state environmental protection or conservation agency enforcing the Cleanup Law. Tenant's obligations under this subparagraph shall arise if any action or omission by Landlord or Tenant triggers the applicability of the Cleanup Law.

(ii) **Information to Landlord.** At no expense to Landlord, Tenant shall promptly provide all information and sign all documents requested by Landlord with respect to compliance with Requirements; however, this shall not in any way be deemed to impose upon Landlord any obligation to comply with any Requirements.

(iii) **Landlord Audit.** Tenant shall permit Landlord and its representatives access to the Premises, from time to time, to conduct an environmental assessment, investigation and sampling of the Premises, at Landlord's expense.

(iv) **Tenant Audit.** Landlord shall have the right, from time to time, during the Lease term, and upon the expiration or sooner termination of the Lease term, to require that Tenant hire, and in such event Tenant shall, at Tenant's own expense, hire an environmental consultant satisfactory to Landlord to undertake sampling at the Premises sufficient to determine whether "Contaminants" (as defined below) have been "Discharged" (as defined below) during the Lease term.

(v) **No Installation of Tanks.** Tenant shall not install any underground or above ground storage tanks ("Tanks") at the Premises without the prior written consent of Landlord, and upon demand of Landlord, shall, prior to the expiration or sooner termination of the Lease term, remove, at Tenant's own expense, all Tanks installed at the Premises during the Lease term, and in so doing, Tenant shall comply with all closure requirements and other requirements of Requirements.

(vi) **Tenant Remediation.** Should any assessment, investigation or sampling reveal the existence of any Contaminants in, on, under, or about, or migrating from or onto the Premises as a result of a Discharge during the Lease term, then, in addition to such event constituting an Event of Default under this Lease, and Landlord having all rights available to Landlord under this Lease and by law by reason of such Event of Default, Tenant shall, at Tenant's own expense, in accordance with all Requirements, undertake all action required by Landlord and any "Governmental Authority" (as defined below), including, but not limited to, promptly obtaining and delivering to Landlord an unconditional written determination by the applicable environmental protection or conservation agency that there are no Discharged Contaminants present at the Premises or at any other site to which a Discharge originating at the Premises migrated, or that any Discharged Contaminants present at the Premises or that have migrated from the Premises, have been remediated in accordance with all applicable requirements ("No Further Action Letter"). In no event shall any of Tenant's remedial action involve engineering or institutional controls, a groundwater classification exception area or well restriction area. Promptly upon completion of all required investigatory and remedial activities, Tenant shall, at Tenant's own expense, and to Landlord's satisfaction, restore the affected areas of the Premises from any damage or condition caused by the investigatory or remedial work.

(vii) **Hold-Over Tenancy.** If prior to the expiration or earlier termination of the Lease term, Tenant fails to remediate all Contaminants pursuant to subparagraph (vi) above, and deliver to Landlord an unconditional No Further Action Letter (the "Environmental Clearance"); then upon the expiration or earlier termination of the Lease term, Landlord shall have the option either to consider the Lease as having ended or treat Tenant as a hold-over tenant in possession of the Premises. If Landlord considers the Lease as having ended, then Tenant shall nevertheless be obligated to promptly obtain and deliver to Landlord the Environmental Clearance, and otherwise fulfill all of the obligations of Tenant set forth in this paragraph 7. If Landlord treats Tenant as a hold-over tenant in possession of the Premises, then Tenant shall pay, monthly to Landlord, on the first day of each month, in advance, double the fixed annual rent that Tenant would otherwise have paid under the Lease and \$500.00 per day, until such time as Tenant delivers to Landlord the Environmental Clearance, and otherwise fulfills its obligations to Landlord under this paragraph 7, and during the hold-over period, all other terms of this Lease shall remain in full force and effect.

(viii) **Permits.** Tenant shall not commence or alter any operations at the Premises prior to: (A) obtaining all permits, registrations, licenses, certificates and approvals from all Governmental Authorities required pursuant to any Requirements; and (B) delivering a copy of each permit, registration, license, certificate and approval to Landlord, together with a copy of the application upon which such permit, registration, license, certificate and approval is based.

(ix) **Environmental Documents.** The term "Environmental Documents" shall mean all environmental documentation concerning the Premises, or its environs, in the possession or under the control of Tenant, including but not limited to, plans, reports, correspondence and submissions. During the term of this Lease, and subsequently, promptly upon receipt by Tenant or a Tenant Representative, Tenant shall deliver to Landlord all Environmental Documents concerning or generated by or on behalf of Tenant with respect to the Premises, whether during or after the Lease term, and whether currently or hereafter existing. In addition, Tenant shall promptly notify Landlord of any



environmental condition of which Tenant has knowledge, which may exist in, on, under or about, or may be migrating from or onto the Premises.

(x) **Attendance at Meetings.** Tenant shall notify Landlord in advance of all meetings scheduled between Tenant or Tenant's Representatives and any Governmental Authority pertaining to the Premises, and Landlord and Landlord's agents, representatives and employees, including, but not limited to, legal counsel and environmental consultants and engineers, shall have the right, without the obligation, to attend and participate in all such meetings.

(xi) **Landlord's Right to Perform Tenant's Obligations.** Notwithstanding anything to the contrary set forth in this Lease, in the event, pursuant to this Lease, Tenant is required to undertake any sampling, assessment, investigation or remediation with respect to the Premises, then, at Landlord's discretion, Landlord shall have the right (but without any obligation to do so), upon notice to Tenant, from time to time, to perform such activities at Tenant's expense, and all sums incurred by Landlord shall be paid by Tenant, as additional rent, upon demand, together with interest at the Prime Rate, accruing from the date of Landlord's demand.

(xii) **Interpretation and Definitions.**

(A) **Interpretation.** The obligations imposed upon Tenant under this subparagraph (b) are in addition to and are not intended to limit, but to expand upon, the obligations imposed upon Tenant under subparagraph (a).

(B) **Contaminants.** The term "Contaminants" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*; the Water Pollution and Control Act, 33 U.S.C. §1251 *et seq.*; analogous state laws; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any other federal, State of Illinois, county or municipal environmental statute, ordinance, code, rule, regulation, order, directive or requirement, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.

(C) **Discharge.** The term "Discharge" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Premises, regardless of whether the result of an intentional or unintentional action or omission.

(D) **Governmental Authority/Governmental Authorities.** The term "Governmental Authority" or "Governmental Authorities" shall mean the federal, State of Illinois, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom, or created pursuant to any Requirements.

(c) **Sanctions Representation by Tenant.** Tenant hereby represents and warrants that to the best of Tenant's knowledge, neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes or similar statutes, or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Lease Term, an Event of Default will be deemed to have occurred.

(d) **Survival.** This paragraph 7 shall survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this paragraph 7 shall be restrainable or enforceable, as the case may be, by injunction.

8. **Alterations, Additions and Improvements.** No alterations, additions or improvements shall be made by Tenant to the building and improvements on the Premises, nor to any air conditioning system, heating system, plumbing system, electrical system, nor shall antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements and systems installed in or attached to the Premises by Tenant shall, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, shall be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. Tenant shall not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements consented to by Landlord shall be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

9. **Fire and Other Casualty Affecting the Premises.**

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises shall be damaged or destroyed by any peril, including, but not limited to, fire, wind storm or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

10. **Assignment and Subletting.**

(a) **Landlord's Consent Required.** Tenant shall not voluntarily or by operation of law assign, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent will not be

unreasonably withheld provided such assignment or sublease is for the same use as defined in Section 3 of this Lease and are registered businesses by the Village of East Dundee, Illinois and such assignee or subtenant will, in addition to the Tenant's insurance obligation, carry insurance in compliance with paragraph 6 of this Lease and such assignee or subtenant will agree to comply with all the terms of this Lease, including but not limited to the insurance, indemnity, inspection and limits on Landlord's Liability in this Lease. Any attempted assignment, subletting, mortgage, transfer or encumbrance without such consent shall be void as against Landlord, and shall constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant shall be deemed an assignment in violation of this Lease. Notwithstanding anything to the contrary herein, Landlord acknowledges Tenant has subleased portions of the Premises to two Subtenants known as Greg Capocasa, and individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation ("Tenant's Leases") subleasing portions of the Premises pursuant to the subleases attached hereto as Exhibit C. The Tenant has assigned the Tenant Leases to Landlord but Tenant retains all the responsibilities as Landlord and Tenant agrees it will reimburse Landlord for any costs, expenses, fees including reasonable attorney fees Landlord incurs in the event the Subtenants, one or both, do not vacate their leased premises at the expiration or earlier termination of the Lease.

(b) **No Release of Tenant.** Regardless of Landlord's consent or the need under subparagraph (a) to obtain Landlord's consent, no assignment or subletting shall release Tenant from this Lease. Acceptance of fixed annual rent and additional rent from any other person shall not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Landlord to an assignment or subletting, Tenant shall deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

(c) **Participation by Landlord.** Tenant shall supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.

11. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph shall not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation. It is specifically agreed that Landlord may inspect the Premises at any time, upon one days' prior notice to Tenant, for purposes of its due diligence for the Landlord's planned redevelopment of the Premises.

12. **Landlord's Right to Exhibit Premises.** Landlord or Landlord's agents, employees or representatives shall have the right to show the Premises during the Lease term in furtherance of the redevelopment of the property.

13. **Signs.** Tenant shall not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord shall consent to in writing prior to the installation. If Landlord or Landlord's agents, employees or other representatives wish to remove any such signs in order to make any repairs, alterations, additions or improvements to the Premises, such signs may be removed, but shall be replaced, at Tenant's expense, when the repairs, additions, alterations or improvements shall be completed; however, such provision shall not create an obligation on the part of Landlord to make any repairs, alterations, additions or improvements to the Premises. All signs of Tenant at the Premises shall conform with all municipal ordinances or other laws and regulations applicable to such signs.

14. **Landlord not Liable.** Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

15. **Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord shall use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; provided, however, that Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.

16. **Indemnification and Waiver of Liability.** Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this

paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

17. **Subordination; Attornment.**

(a) **Subordination.** This Lease shall be subject and subordinate to any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant shall, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) shall be self-operative and no further instrument of subordination shall be required to make the interest of any lessor under a Superior Lease (a "Superior Lessor") or any mortgagee, trustee or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; provided, however, Tenant shall execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Lessor or Mortgagee may request in confirmation of such subordination.

(b) **Rights of Superior Lessor or Mortgagee.** Any Superior Lessor or Mortgagee may elect that this Lease shall have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Lessor or Mortgagee, this Lease shall be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Lessor shall request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant shall make such modifications.

(c) **Attornment.** If at any time prior to the expiration of the term of this Lease, any Superior Lease shall terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant shall, at the election and upon the demand of any owner of the Premises, or of the Superior Lessor, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of any such termination, or as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event shall any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Lessor or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this paragraph 17 shall inure to the benefit of any such successor-in-interest to Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, shall execute, from time to time, instruments in confirmation of the foregoing provisions of this paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **Limitation on Rights of Tenant.** As long as any Superior Lease or Mortgage shall exist, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to all Superior Lessors and Mortgagees at such addresses as shall have been furnished to Tenant by such Superior Lessors and Mortgagees and, if any such Superior Lessor or Mortgagee, as the case may be, shall have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time shall have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Lessors and Mortgagees shall have the right, but not the obligation, to remedy such act or omission. The foregoing shall not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

18. **Condemnation.**

(a) **Permanent Condemnation.**

(i) **Lease Termination.** If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate as to the part taken as of the first date the condemning authority takes either title or possession.

(ii) **Award.** Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord shall diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in paragraph 15.

(b) **Temporary Condemnation.** Upon condemnation of all or any portion of the Premises for temporary use, this Lease shall continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award shall be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant shall assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it shall give the funds to Landlord within ten (10) days after demand.

19. **Bankruptcy or Insolvency of Tenant.**

(a) **Landlord's Right to Terminate Lease.** If Tenant is the subject of an Order for Relief under the existing or any future Federal Bankruptcy Code or law, as amended or modified ("the Bankruptcy Code"), or if Tenant files a petition or if a petition is filed against Tenant, under the Bankruptcy Code, then, in addition to any such event constituting an Event of Default under this Lease, and Landlord having all rights as a result thereof, Landlord shall have the option to either re-enter and re-possess the Premises pursuant to the provisions of the Lease or to terminate the Lease, pursuant to the provisions of the Lease, or both.

(b) **Tenant's Filing of Chapter 7 Proceedings.** If a petition is filed by, or an order for relief is entered against, Tenant under Chapter 7 of the Bankruptcy Code, and the Trustee of Tenant ("the Trustee") elects to assume the Lease for the purpose of assigning it, the election or assignment, or both, may be made only if all of the provisions of subparagraphs (c) and (e) below are satisfied. Nothing in the preceding sentence shall be deemed to grant the Trustee any right to assume the Lease if it has been terminated theretofore. If the Trustee fails to elect to assume the Lease for the purpose of assigning it within sixty (60) days after the Trustee's appointment, the Lease shall be deemed to have been rejected by the Trustee. Landlord shall then immediately become entitled to possession of the Premises, without any further obligation to Tenant or the Trustee, and the Lease shall automatically terminate at the end of the sixty (60) day period, but Landlord's right to compensation for damages in the bankruptcy proceedings shall survive. In such case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately.

(c) **Tenant's Filing of Chapter 11 or 13 Proceedings.** If Tenant files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13

proceeding and the Trustee or Tenant as a debtor-in-possession (“Debtor-in-Possession”) fails to assume the Lease within sixty (60) days from the date of filing the petition or the conversion, the Trustee or the Debtor-in-Possession shall be deemed to have rejected the Lease and the Lease shall automatically terminate at the expiration of the sixty (60) day period, but Landlord’s right to compensation for damages in the bankruptcy proceedings shall survive. Nothing in the preceding sentence shall be deemed to grant the Trustee or the Debtor-in- Possession any right to assume the Lease if it has been terminated theretofore. In such a case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately. In order to assume the Lease, the Trustee or the Debtor-in-Possession shall notify Landlord of the election to assume within the sixty (60) day period, but in such event all of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable, must be satisfied by the Trustee or the Debtor-in-Possession to the extent Landlord determines, in Landlord’s sole discretion:

(i) **Adequate Assurances.** The Trustee or the Debtor-in-Possession cures, or provides “Adequate Assurance” (as defined below) to Landlord, that the Trustee or the Debtor-in-Possession can cure all monetary Events of Default under the Lease by full and complete payment, within ten (10) days from the date of the assumption, and that the Trustee or the Debtor-in-Possession cures all non-monetary Events of Default under the Lease within thirty (30) days from the date of the assumption;

(ii) **Landlord Compensation.** The Trustee or the Debtor-in-Possession compensates Landlord, or provides Adequate Assurance to Landlord, that within ten (10) days from the date of the assumption, Landlord shall be compensated by full and complete payment for any pecuniary loss Landlord suffers as a result of any Event of Default of Tenant, the Trustee or the Debtor-in-Possession, as set forth in Landlord’s notice (which contains a statement of Landlord’s pecuniary loss), given to the Trustee or the Debtor-in-Possession; and

(iii) **Future Performance.** The Trustee or the Debtor-in-Possession provides Landlord with Adequate Assurance of the future performance of Tenant’s obligations under the Lease, including, without limitation, depositing with Landlord, as security, in addition to that previously established pursuant to the provisions of the Lease, an amount equal to three (3) monthly installments of fixed annual rent and additional rent then accruing under the Lease.

For purposes of this subparagraph (c), “Adequate Assurance” shall mean that (i) Landlord determines that the Trustee or Debtor-in-Possession has, and shall continue to have, sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or the Debtor-in- Possession has sufficient funds to fulfill Tenant’s obligations under the Lease; and (ii) an order was entered segregating sufficient sums payable to Landlord, or a valid and perfected lien and security interest are granted to Landlord in the property of Tenant, Trustee or the Debtor-in-Possession, as may be acceptable to Landlord, to secure the obligations of the Trustee or the Debtor-in-Possession to cure the monetary or non-monetary defaults under the Lease within the time periods set forth above.



(d) **Landlord's Right to Terminate Lease on Further Filing of Bankruptcy Petition.** If the lease is assumed by the Trustee or Debtor-in-Possession pursuant to subparagraph (c) above, and thereafter Tenant is the subject of an Order for Relief under the Bankruptcy Code, then Landlord has the option to terminate the Lease pursuant to the provisions of the Lease.

(e) **Condition Upon Assignment.** If the Trustee or Debtor-in-Possession pursuant to subparagraphs (b) and (c) above desires or elects to assign Tenant's interest, or the estate created by the interest under the Lease, to any other person, the interest or estate may be assigned only if Landlord acknowledges in writing that the intended assignee has provided to Landlord, Adequate Assurance (as defined above) of future performance of all of the obligations of Tenant under the Lease. For the purpose of this subparagraph (e), "Adequate Assurance" shall mean that Landlord ascertains that the following conditions are satisfied:

(i) **Financial Information.** The assignee has submitted to Landlord a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by the assignee of Tenant's obligations under the Lease; and

(ii) **Guaranty.** If requested by Landlord, the assignee has obtained guarantees, in form and substance satisfactory to Landlord, from one or more persons who satisfy Landlord's standards of credit- worthiness.

(f) **State Law Action.** Neither Tenant's interest in the Lease nor any estate of Tenant created in the Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any State having jurisdiction of the person or property of Tenant ("State Law"), unless Landlord consents in writing to this transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity shall not be deemed to have waived, or waive, the need to obtain Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without that consent, and any such event, without Landlord's written consent, shall be deemed an Event of Default.

(g) **Charges for Use and Occupancy.** When, pursuant to the Bankruptcy Code, the Trustee or the Debtor-in-Possession is obligated to pay reasonable use and occupancy charges for the use of the Premises, the charges shall not be less than the fixed annual rent and additional rent due under the Lease.

20. **Landlord's Right to Re-Enter.** If Tenant shall default in any of the terms, conditions or covenants of this Lease, then it shall be lawful for Landlord to re-enter the Premises and to again possess and enjoy the Premises.

21. **Default by Tenant and Landlord's Remedies.**

(a) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this Lease:

(i) **Non-Payment.** If Tenant shall fail to pay any installment of fixed annual rent, additional rent or other sums due from Tenant to Landlord under this Lease; or

(ii) **Non-Performance.** If Tenant shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after delivery of notice from Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant shall not, in good faith have commenced within said thirty (30) day period to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion; or

(iii) **Vacation or Abandonment.** If Tenant shall vacate or abandon the Premises. Tenant shall be deemed to vacate or abandon the Premises in the event Tenant has removed all personal property from the Premises, or notified Landlord she is vacating the Premises or failed to visit the Premises for a period of sixty (60) days.

(b) **Right to Terminate Lease and Re-Enter.** Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on 10 days' notice to Tenant, declare this Lease terminated at the expiration of such 10 day period and Tenant shall quit and surrender possession of the Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession, Landlord may re-enter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant therein.

(c) **Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses.** In the event that Landlord shall obtain possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord shall have the right, without the obligation, to make renovations, alterations and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part thereof for a term or terms that may be less or more than the full term of the Lease had Landlord not re-entered and re-possessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord shall in no way be responsible for any failure to re-let all or any part of the Premises or for any failure to collect any rent due after any re-letting, and in no event shall Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant shall pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest thereof at the Prime Rate, which interest shall accrue from the date of Landlord's demand.

(d) **Survival Covenant - Liability of Tenant after Re-Entry and Possession or Termination.**

(i) **Survival of Obligations.** If any Event of Default occurs (whether or not this Lease shall be terminated as a result of an Event of Default), Tenant shall remain liable to Landlord

for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with the provisions of subparagraph (c) above. The failure or refusal of Landlord to re-let the Premises or any part thereof shall not release Tenant or affect Tenant's liability for damages. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting; (iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of fixed annual rent and additional rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by Landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning.

(ii) **Rights on Termination.** Should Landlord terminate this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point by \_\_\_\_\_. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing, that Landlord has elected to terminate the same.

(iii) **Remedies Cumulative.** The remedies of Landlord specified herein shall be cumulative as to each other and as to all such allowed by Requirements.

(e) **Right to Injunction.** In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

(f) **Tenant Right to Terminate.** Notwithstanding anything to the contrary herein, provided Tenant is not in default hereunder, Tenant shall have the right to terminate this Lease at any time upon written notice to Landlord delivered to Landlord not less than ten (10) days prior to the

termination date and provided the Subtenants' leases have been terminated and the Subtenants have vacated the Premises. In the event Tenant terminates this Lease, all obligations of Tenant shall terminate hereunder except those which specifically survive the term of this Lease.

22. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord shall not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

23. **Estoppel Certificate.** Within ten (10) days of request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.

24. **Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it shall look only to the Premises (which includes all of Landlord's equity or interest therein, including proceeds of sale, insurance and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord; and Tenant shall not look to the property or assets of any of the any officers, directors, shareholders (or principal or partner of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event shall any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder (or principal or partner of any non-corporate Landlord), employee, agent, or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

25. **Services and Utilities.** Tenant shall, at Tenant's own expense, obtain all utility services supplying the Premises, including but not limited to electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.

26. **Security.** Upon execution and delivery of this Lease, Tenant shall deposit the sum of None (\$0) Dollars with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions and covenants of this Lease on Tenant's part to be performed, which sum shall be returned to Tenant following the expiration of the Lease term, provided there shall not then be an Event

of Default or an event that with the giving of notice or the lapse of time, or both, shall constitute an Event of Default. Landlord shall have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied, so that Landlord shall have the full deposit on hand at all times. If Landlord shall sell the Premises, Landlord shall have the right to transfer the security to the new landlord, and upon so doing Landlord shall be released by Tenant from all liability for the return of the security and Tenant shall look solely to the new landlord for the return of the security, and this shall apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease shall not be mortgaged, assigned or encumbered by Tenant.

27. **Intentionally Omitted.**

28. **Notices.** All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord: Village of East Dundee  
120 Barrington Ave.  
East Dundee IL 60118  
Attn: Village Administrator

With copy to: Elrod Friedman LLP  
Attn: Kelley Gandurski  
325 N. LaSalle St. Suite 450  
Chicago , IL 60654

If to Tenant: DeLoris Doederlein  
110 Railroad St.  
East Dundee, IL 60118

With copy to: Vanek, Larson & Kolb  
Attn: Gary M. Vanek  
Lindsay K. Sanchez  
200 W. Main St  
St. Charles, IL 60174

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or when mailed if sent by certified or registered mail, return receipt requested.

29. **Broker.** Each party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant shall indemnify and defend Landlord from the claim of any

broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction. Landlord shall indemnify and defend Tenant from the claim of any broker, that such broker was authorized on behalf of Landlord to make an offer to Tenant with respect to this transaction.

30. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions and covenants of the Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Lease term.

31. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

(b) **Non-Waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the parties. No representative, agent or employee of Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

(d) **Effective Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Commercial Lease.** This Lease shall be construed as a commercial Lease.

(f) **Captions.** The captions of the paragraphs in this Lease and the Table of Contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

(g) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

(h) **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) **Landlord's Performance of Tenant's Obligations.**

The performance by Landlord of any obligation required of Tenant under this Lease shall not be construed to modify this Lease, nor shall it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(j) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord shall be considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord, may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord under this Lease shall not impose any obligation on Landlord to exercise the right, remedy, option or election.

(k) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph shall not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(l) **Inspection, Length of Time of Tenant's Default.**

Nothing in this Lease requires Landlord at any time, to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

(m) **No Offer.** The submission of the Lease to Tenant shall not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(n) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(o) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact

that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words “include” and “including” and words of similar import shall be deemed to be followed by the words “but not limited to” and the word “or” shall be “and/or.”

(p) **References.** In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(q) **Binding Effect.** This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

(r) **Landlord Defined.** The term “Landlord” in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Premises while such party is an owner.

(s) **Time of the Essence.** Time is of the essence of this Lease.

(t) **No Recordation.** Neither this Lease, nor any memorandum, affidavit or other writing with respect to this Lease, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease voidable at Landlord’s election.

(u) **Debris Removal.** The Premises were formerly used as a lumberyard owned by Tenant and her family (“Lumberyard”) and which Lumberyard has been out of business and its corporate identity dissolved for over 30 years. Landlord and Tenant agree that during the term of this Lease, Tenant will be disposing of the equipment, tools and property of the Lumberyard with the intention of leaving the Premises in as reasonably broom clean condition as possible. To assist Tenant in this endeavor, Landlord will provide up to ten debris removals upon Tenant’s prior written request during the term of this Lease provided (i) such debris is neatly compiled in one area that is easily accessible by Landlord’s vehicles and (ii) includes only non-hazardous waste that can be disposed of in the regular Municipal Solid Waste Landfill. Tenant agrees that any personal property still on the Premises after this Lease terminates, shall be the personal property of Landlord and may be disposed of by Landlord. Landlord will not pay for the cost of removal of personal property beyond the referenced agreed upon ten debris removals. The Landlord intends, after the Tenant vacates the Premises, to demolish the existing buildings and to redevelop the property, and recognizes that Tenant does not want to incur costs for replacement of any of the systems that provide for operation of the Premises, or in the case of fire or other casualty, to rebuild the Premises. The parties agree that, except in the case where such maintenance or replacement is necessary to keep the Premises and the Tenant’s Leases premises in a clean, safe and healthful condition, or as required under the Tenant’s Leases, the Tenant does not have to maintain, replace or rebuild the Premises. This provision survives the termination of this Lease.



Signed and sealed by the parties.

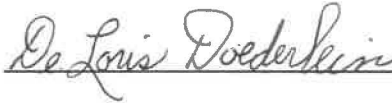
**LANDLORD:**

Village of East Dundee, an Illinois municipal corporation

By: 

\_\_\_\_\_  
Name: Jeffrey Lynam  
Its: Village President

**TENANT:**



\_\_\_\_\_  
DeLoris Doederlein

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

PIN 03-23-314-001-0000

COMMONLY KNOWN AS 110 RAILROAD ST. EAST DUNDEE, IL 60118

## EXHIBIT B

### MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the agreement with the Village of East Dundee, the Tenant will require the Subtenants, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

#### **Required limits:**

##### **Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

##### **Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

##### **Employers liability coverage:**

- ▲ \$1,000,000 Bodily injury by accident – each accident
- ▲ \$1,000,000 Bodily injury by disease – each employee
- ▲ \$1,000,000 Bodily injury by disease – policy limit

#### MINIMUM ACCEPTABLE REQUIREMENTS (Cont.)

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.**

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Umbrella Liability:**

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Property, Tools and Equipment:**

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

EXHIBIT C  
Tenant's Leases

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) dated as of October \_\_\_\_\_, 2023, is made by and between DeLoris Doederlein (hereinafter the “Landlord”) and Bonkoski Lawn Care, Inc., an Illinois corporation (hereinafter the “Tenant”).

### RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, East Dundee, Illinois 60118 (the “Property”) pursuant to that certain Industrial Lease Agreement by and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated \_\_\_\_\_, 2023 (the “Master Lease”).

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

### AGREEMENT

1. DESCRIPTION OF PREMISES: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the “*Premises*”).

2. USE OF PREMISES: Tenant shall use the Premises for the operation of a lawn care company as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.

3. DELIVERY OF POSSESSION: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.

4. TERM: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord’s abandonment of the Premises pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

5. RENT: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of Six Thousand and No/100 Dollars (\$6,000.00). The Rent shall be paid to Landlord upon execution of this Lease. In the event the Premises is sold to the Village of East Dundee, the Landlord shall not credit any of the Rent hereunder to the Village of East Dundee, and Tenant shall look solely to Landlord for any reimbursement of Rent in the event of any early termination of this Lease.

6. INSURANCE AND INDEMNITY: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. WAIVER OF SUBROGATION: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property

arising out of fire or casualty to the extent the same is insurable, and each party agrees that all insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

8. LANDLORD WAIVER AND CONSENT: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.

9. LANDLORD'S ACCESS TO PREMISES: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.

11. ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.

12. REPAIRS AND MAINTENANCE: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.

15. CONDEMNATION: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.

16. HAZARDOUS MATERIALS: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic



substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.

18. DAMAGE OR DESTRUCTION: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

19. RISK OF LOSS: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.

B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. Landlord's Right to Cure Tenant Defaults. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be

obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

21. WAIVER: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.

22. TENANT'S ESTOPPEL: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.

23. NOTICES: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.

24. HOLDOVER: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.

25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the

Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

26. SURRENDER: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.

27. SEVERABILITY: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

28. SUCCESSORS, HEIRS AND ASSIGNS: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.

29. APPLICABLE LAW: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.

30. COMPLETE AGREEMENT: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.

31. EXECUTION OF LEASE: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.

32. ATTORNEYS' FEES: Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.

33. JURISDICTION: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.

34. JURY WAIVER: The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.

35. REMOVAL OF PROPERTY UPON TERMINATION: Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.

36. CHANGE OF OWNERSHIP OF PROPERTY: In the event the Village of East Dundee ("Village") assumes ownership of the Property and the Master Lease is executed by

DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.

**LANDLORD:**

---

DeLoris Doederlein

**TENANT:**

Bonkoski Lawn Care, Inc.,  
an Illinois corporation

By: \_\_\_\_\_  
John Bonkoski, President

I, John Bonkoski, guarantee the compliance of the Bonkowski Lawn Care Inc., an Illinois corporation with the terms of the foregoing Lease.

---

John Bonkoski

**EXHIBIT A  
USE**

**Lawn care and landscaping company includes the cutting and maintenance of off-site client's grass, shrubs and trees ("Business")**

**Storage of following Vehicles:**

**Utilization of the following Equipment in the Business:**

**Storage of the following Product:**

**Repair of the vehicles and equipment used in the Business.**

**Office for the Business.**

**Storage and location of the following Hazardous Materials:**

**EXHIBIT B**  
**MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR**  
**SUBTENANTS/CONTRACTORS**

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

**Required limits:**

**Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

**Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

**Employers liability coverage:**

- \$1,000,000 Bodily injury by accident – each accident
- \$1,000,000 Bodily injury by disease – each employee
- \$1,000,000 Bodily injury by disease – policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.



The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

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The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

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Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

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The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

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Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) dated as of October \_\_\_\_\_, 2023, is made by and between DeLoris Doederlein (hereinafter the “Landlord”) and Greg Capocasa, d/b/a Mid Valley Glass & Service (hereinafter the “Tenant”).

### RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, East Dundee, Illinois 60118 (the “Property”) pursuant to that certain Industrial Lease Agreement by and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated \_\_\_\_\_, 2023 (the “Master Lease”).

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

### AGREEMENT

1. DESCRIPTION OF PREMISES: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the “*Premises*”).

2. USE OF PREMISES: Tenant shall use the Premises for the operation of a glass servicing company including but not limited to glass repair and office uses related thereto as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.

3. DELIVERY OF POSSESSION: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.

4. TERM: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord’s abandonment of the Premises

pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

5. RENT: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of One and No/100 Dollars (\$1.00). The Rent shall be paid to Landlord upon execution of this Lease.

6. INSURANCE AND INDEMNITY: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. WAIVER OF SUBROGATION: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property arising out of fire or casualty to the extent the same is insurable, and each party agrees that all

insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

8. LANDLORD WAIVER AND CONSENT: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.

9. LANDLORD'S ACCESS TO PREMISES: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.

11. ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.

12. REPAIRS AND MAINTENANCE: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.

15. CONDEMNATION: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.

16. HAZARDOUS MATERIALS: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included

in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant’s use of the Property after the commencement of the term of this Lease.

17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.

18. DAMAGE OR DESTRUCTION: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a “Casualty”), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

19. RISK OF LOSS: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.

B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. Landlord's Right to Cure Tenant Defaults. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such

payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

21. WAIVER: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.

22. TENANT'S ESTOPPEL: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.

23. NOTICES: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.

24. HOLDOVER: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.

25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

26. SURRENDER: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.

27. SEVERABILITY: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

28. SUCCESSORS, HEIRS AND ASSIGNS: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.

29. APPLICABLE LAW: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.

30. COMPLETE AGREEMENT: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.

31. EXECUTION OF LEASE: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.

32. ATTORNEYS' FEES: Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.

33. JURISDICTION: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.

34. JURY WAIVER: The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.

35. REMOVAL OF PROPERTY UPON TERMINATION: Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.

36. CHANGE OF OWNERSHIP OF THE PROPERTY: In the event the Village of East Dundee ("Village") assumed ownership of the Property and the Master Lease is executed by DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with



the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.

**LANDLORD:**

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Deloris Doederlein

**TENANT:**

Greg Capocasa, d/b/a  
Mid Valley Glass & Service

---

Greg Capocasa

**EXHIBIT A  
USE**

**Glass servicing company including but not limited to glass repair (“Business”) and the following other activities:**

**Storage of following Vehicles:**

**Utilization of the following Equipment in the Business:**

**Storage of the following Product:**

**Repair of the vehicles and equipment used in the Business**

**Office for the Business.**

**Storage and location of the following Hazardous Materials:**

**EXHIBIT B**  
**MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR**  
**SUBTENANTS/CONTRACTORS**

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

**Required limits:**

**Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

**Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

**Employers liability coverage:**

- \$1,000,000 Bodily injury by accident – each accident
- \$1,000,000 Bodily injury by disease – each employee
- \$1,000,000 Bodily injury by disease – policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.**

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Umbrella Liability:**

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Property, Tools and Equipment:**

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

**EXHIBIT C**

**TITLE COMMITMENT**

**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Commitment Number:

**CCHI2301625LD**

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Michael J. Nolan  
Authorized Officer or Agent

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)

*Transaction Identification Data for reference only:*

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: <a href="mailto:chicagocommercial@cti.com">chicagocommercial@cti.com</a>	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Order Number: CCHI2301625LD

Property Ref.: Elrod - 110 Railroad Street, East Dundee, IL

**SCHEDULE A**

1. Commitment Date: March 20, 2023
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
Proposed Insured: Village of East Dundee  
Proposed Policy Amount: \$800,000.00
  - (b) ALTA Loan Policy 2006  
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy  
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Deloris Doederlein or Frederic E. Doederlein, Trustees, or their successors in trust under the Deloris Doederlein Living Trust, dated September 26, 1995.
5. The Land is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)

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IL-CT-FAB3-02100.23 1406-3P8-1-23-CCHI2301625LD

**EXHIBIT "A"**  
Legal Description

**PARCEL 1:**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF RAILROAD STREET 22.5 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE CENTER LINE OF HILL STREET (FORMERLY SOUTH STREET); THENCE WESTERLY ALONG THE CENTER LINE OF SAID HILL STREET TO THE EASTERLY LINE, EXTENDED SOUTHERLY, OF BLOCK 1 OF EDWARDS'S ADDITION TO DUNDEE; THENCE NORTHERLY ALONG THE EXTENSION OF AND THE EASTERLY LINE OF SAID BLOCK 1 TO THE SOUTHERLY LINE OF SAID RAILROAD STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 OF EDWARDS'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN KANE COUNTY, ILLINOIS.

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
  2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
  3. **Easements, or claims of easements, not shown by the Public Records.**
  4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
  5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
  6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
  7. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.**
- B** 8. **Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:**
- A. The name and address of the party who prepared the document;
  - B. The name and address of the party to whom the document should be mailed after recording;
  - C. All permanent real estate tax index numbers of any property legally described in the document;
  - D. The address of any property legally described in the document;
  - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
  - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

**H** 9. Taxes for the year 2022 and 2023.

Taxes for the year 2022 and 2023 are not yet due or payable.

Taxes for the year 2021, amounting to \$7,549.48 are marked paid of record.  
Permanent Index Number: 03-23-314-007-0000 1 of 2  
(Affects Parcel 1)

Taxes for the year 2021, amounting to \$13,396.50 are marked paid of record.  
Permanent Index Number: 03-23-314-001-0000 2 of 2  
(Affects Parcel 2)

**I** 10. The land lies within the boundaries of a Special Service Area as disclosed by ordinance recorded as Document No. 1998 00466, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.

**C** 11. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 7770 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

**L** 12. Note: Our searches appear to indicate that the subject land is not presently encumbered by a recorded Mortgage. This must be substantiated by a sworn statement from the party in title, and this commitment is subject to such further exceptions, if any, as may be deemed necessary

**W** 13. Proceedings pending in the Circuit Court of Kane County, in Case No. 2022-ED-000035, filed November 7, 2022, by Village of East Dundee, an Illinois municipal corporation, against Deloris Doederlein as Trustee of the Deloris Doederlein Living Trust for Condemnation Proceedings.

The Lis Pendens recorded on February 1, 2023 as Document No. 2023K3330 may be defective in that the Land therein described does not match the Permanent Index Numbers disclosed in the document, and the Defendants do not appear to be the record owners of that parcel of Land. This should be explained and this commitment is subject to further exceptions deemed necessary..

Note: A complete examination of the above item has not been made.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- D** 14. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- E** 15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- N** 16. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)  
  
(Affects Parcel 1)
- U** 17. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.
- M** 18. Satisfactory evidence should be furnished that Trust noted in Schedule A, Parcels 1 and 2 is still in full force and effect and this commitment is subject to such further exceptions as may be deemed necessary
- O** 19. The Company should be furnished the following:  
  
(a) A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or  
(b) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.  
  
The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- V** 20. Since a governmental entity will hold title to the land, any conveyance or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.
- P** 21. Public and quasi public public utilities easements.
- Q** 22. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
- F** 23. Note for information (Endorsement Requests):  
  
All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.  
  
Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

(This note will be waived for the policy.)

A 24. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.ata.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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## **EXHIBIT D**

### **PERSONAL PROPERTY**

**Any electrical, water, sanitary, lighting, security, heating and cooling systems and components as well as all personal property attached to the Property and used in the running of the Property as well as any specific personal property identified by the Seller and Purchaser in a joint walkthrough to take place within 20 days after the execution of this Agreement.**

**At the conclusion of the Lease, any personal property remaining on the Property will belong to the Village of East Dundee who will be responsible for the removal and disposal of such personal property at no charge to Seller.**



**EXHIBIT E**  
**SELLER LEASES**

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) dated as of October \_\_\_\_\_, 2023, is made by and between DeLoris Doederlein (hereinafter the “Landlord”) and Bonkoski Lawn Care, Inc., an Illinois corporation (hereinafter the “Tenant”).

### RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, East Dundee, Illinois 60118 (the “Property”) pursuant to that certain Industrial Lease Agreement by and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated \_\_\_\_\_, 2023 (the “Master Lease”).

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

### AGREEMENT

1. DESCRIPTION OF PREMISES: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the “*Premises*”).

2. USE OF PREMISES: Tenant shall use the Premises for the operation of a lawn care company as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.

3. DELIVERY OF POSSESSION: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.

4. TERM: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord’s abandonment of the Premises pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

5. RENT: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of Six Thousand and No/100 Dollars (\$6,000.00). The Rent shall be paid to Landlord upon execution of this Lease. In the event the Premises is sold to the Village of East Dundee, the Landlord shall not credit any of the Rent hereunder to the Village of East Dundee, and Tenant shall look solely to Landlord for any reimbursement of Rent in the event of any early termination of this Lease.

6. INSURANCE AND INDEMNITY: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. WAIVER OF SUBROGATION: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property

arising out of fire or casualty to the extent the same is insurable, and each party agrees that all insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

8. LANDLORD WAIVER AND CONSENT: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.

9. LANDLORD'S ACCESS TO PREMISES: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.

11. ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.

12. REPAIRS AND MAINTENANCE: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.

15. CONDEMNATION: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.

16. HAZARDOUS MATERIALS: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic

substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.

18. DAMAGE OR DESTRUCTION: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

19. RISK OF LOSS: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.

B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. Landlord's Right to Cure Tenant Defaults. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be

obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

21. WAIVER: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.

22. TENANT'S ESTOPPEL: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.

23. NOTICES: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.

24. HOLDOVER: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.

25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the

Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

26. SURRENDER: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.

27. SEVERABILITY: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

28. SUCCESSORS, HEIRS AND ASSIGNS: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.

29. APPLICABLE LAW: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.

30. COMPLETE AGREEMENT: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.

31. EXECUTION OF LEASE: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.

32. ATTORNEYS' FEES: Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.

33. JURISDICTION: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.

34. JURY WAIVER: The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.

35. REMOVAL OF PROPERTY UPON TERMINATION: Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.

36. CHANGE OF OWNERSHIP OF PROPERTY: In the event the Village of East Dundee ("Village") assumes ownership of the Property and the Master Lease is executed by



DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.

**LANDLORD:**

---

DeLoris Doederlein

**TENANT:**

Bonkoski Lawn Care, Inc.,  
an Illinois corporation

By: \_\_\_\_\_  
John Bonkoski, President

I, John Bonkoski, guarantee the compliance of the Bonkowski Lawn Care Inc., an Illinois corporation with the terms of the foregoing Lease.

---

John Bonkoski

**EXHIBIT A  
USE**

**Lawn care and landscaping company includes the cutting and maintenance of off-site client's grass, shrubs and trees ("Business")**

**Storage of following Vehicles:**

**Utilization of the following Equipment in the Business:**

**Storage of the following Product:**

**Repair of the vehicles and equipment used in the Business.**

**Office for the Business.**

**Storage and location of the following Hazardous Materials:**

**EXHIBIT B**  
**MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR**  
**SUBTENANTS/CONTRACTORS**

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

**Required limits:**

**Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

**Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

**Employers liability coverage:**

- \$1,000,000 Bodily injury by accident – each accident
- \$1,000,000 Bodily injury by disease – each employee
- \$1,000,000 Bodily injury by disease – policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.**

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Umbrella Liability:**

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Property, Tools and Equipment:**

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) dated as of October \_\_\_\_\_, 2023, is made by and between DeLoris Doederlein (hereinafter the “Landlord”) and Greg Capocasa, d/b/a Mid Valley Glass & Service (hereinafter the “Tenant”).

### RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, East Dundee, Illinois 60118 (the “Property”) pursuant to that certain Industrial Lease Agreement by and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated \_\_\_\_\_, 2023 (the “Master Lease”).

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

### AGREEMENT

1. DESCRIPTION OF PREMISES: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the “*Premises*”).

2. USE OF PREMISES: Tenant shall use the Premises for the operation of a glass servicing company including but not limited to glass repair and office uses related thereto as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.

3. DELIVERY OF POSSESSION: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.

4. TERM: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord’s abandonment of the Premises

pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

5. RENT: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of One and No/100 Dollars (\$1.00). The Rent shall be paid to Landlord upon execution of this Lease.

6. INSURANCE AND INDEMNITY: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. WAIVER OF SUBROGATION: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property arising out of fire or casualty to the extent the same is insurable, and each party agrees that all

insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

8. LANDLORD WAIVER AND CONSENT: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.

9. LANDLORD'S ACCESS TO PREMISES: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.

11. ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.

12. REPAIRS AND MAINTENANCE: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.

15. CONDEMNATION: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.

16. HAZARDOUS MATERIALS: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included



in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant’s use of the Property after the commencement of the term of this Lease.

17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.

18. DAMAGE OR DESTRUCTION: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a “Casualty”), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

19. RISK OF LOSS: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.

B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. Landlord's Right to Cure Tenant Defaults. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such

payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

21. WAIVER: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.

22. TENANT'S ESTOPPEL: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.

23. NOTICES: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.

24. HOLDOVER: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.

25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

26. SURRENDER: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.

27. SEVERABILITY: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

28. SUCCESSORS, HEIRS AND ASSIGNS: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.

29. APPLICABLE LAW: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.

30. COMPLETE AGREEMENT: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.

31. EXECUTION OF LEASE: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.

32. ATTORNEYS' FEES: Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.

33. JURISDICTION: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.

34. JURY WAIVER: The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.

35. REMOVAL OF PROPERTY UPON TERMINATION: Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.

36. CHANGE OF OWNERSHIP OF THE PROPERTY: In the event the Village of East Dundee ("Village") assumed ownership of the Property and the Master Lease is executed by DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with

the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.

**LANDLORD:**

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Deloris Doederlein

**TENANT:**

Greg Capocasa, d/b/a  
Mid Valley Glass & Service

---

Greg Capocasa

**EXHIBIT A  
USE**

**Glass servicing company including but not limited to glass repair (“Business”) and the following other activities:**

**Storage of following Vehicles:**

**Utilization of the following Equipment in the Business:**

**Storage of the following Product:**

**Repair of the vehicles and equipment used in the Business**

**Office for the Business.**

**Storage and location of the following Hazardous Materials:**

**EXHIBIT B**  
**MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR**  
**SUBTENANTS/CONTRACTORS**

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

**Required limits:**

**Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

**Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

**Employers liability coverage:**

- \$1,000,000 Bodily injury by accident – each accident
- \$1,000,000 Bodily injury by disease – each employee
- \$1,000,000 Bodily injury by disease – policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.



The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.**

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Umbrella Liability:**

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Property, Tools and Equipment:**

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

**INDUSTRIAL BUILDING LEASE**

**LEASE AGREEMENT  
BY AND BETWEEN**

**VILLAGE OF EAST DUNDEE, ILLINOIS  
("Landlord")**

**and**

**DELORIS DOEDERLEIN  
("Tenant")**

**For**

**110 RAILROAD ST. EAST DUNDEE, ILLINOIS ("Premises")**

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## INDUSTRIAL BUILDING LEASE

This Lease Agreement made \_\_\_\_\_ 2023, between Village of East Dundee, an Illinois municipal corporation, having an office at 120 Barrington Avenue, East Dundee, Illinois 60118, referred to in this Lease as “Landlord”,

-and-

DeLoris Doederlein, having an office at 110 Railroad St. East Dundee, Illinois 60118 referred to in this Lease as “Tenant.”

1. **Leased Premises.** Landlord Leases to Tenant and Tenant hires from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements thereon, located at 110 Railroad St. East Dundee, Illinois more particularly described in Schedule A annexed to and made part of this Lease; the land, building and improvements being referred to in this Lease as the “Premises.” This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way and restrictions of record.

2. **Term.** The term of this Lease shall be for eighteen months (18) months, commencing \_\_\_\_\_ and ending midnight, \_\_\_\_\_.

3. **Tenant’s Use of the Premises.**

(a) **Use by Tenant and Certificate of Occupancy.** Tenant shall use and occupy the Premises for storage of existing equipment on the Premises and as Tenant’s personal office while she is disposing of the property, equipment and tools of the former lumberyard business formerly located on the Premises. Tenant has subleased to two existing tenants Greg Capocasa, an individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation whose subleases are attached as Exhibit C (jointly and individually “Subtenants”) but shall not have the ability to sublease to any new tenants.

(b) **Prohibited Use.** Tenant shall not occupy nor use all or any part of the Premises nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any unlawful or disreputable purpose, nor for any extra hazardous purpose on account of fire or other casualty, nor for any commercial purposes. This lease is only for the former lumberyard property, and not the adjacent parking lot.

(c) **Landlord’s access:** Landlord shall have access to the Premises to conduct due diligence related to Landlord’s redevelopment of the Premises. Access shall be granted with one business day prior notice to Tenant.

4. **Fixed Annual Rent, Additional Rent and Other Sums to be Paid by Tenant.**

(a) **Fixed Annual Rent.** During the Lease term, Tenant shall pay Landlord the fixed annual rent payable in twelve (12) equal consecutive monthly installments with annual increases for the following annual and monthly amounts as follows:

Period	Annual Base Rent	Monthly Base Rent
, 2023- , 202	18.00	1.00

on the first day of each month, in advance, with the exception that the first monthly installment of fixed annual rent shall be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection. Notwithstanding anything to the contrary herein, Tenant shall have the right to prepay all rent due under this Lease at the commencement of the Lease at Tenant's discretion.

(b) **Real Estate Taxes.** Landlord will pay all annual real estate taxes and assessments assessed and levied against the Premises ("Real Estate Taxes") when due.

(c) **Additional Rent Based Upon Other Sums.** Tenant shall pay Landlord, as additional rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.

(d) **Additional Rent Based Upon Reimbursement to Landlord.** If Tenant shall fail to comply with or to perform any of the terms, conditions and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with interest at the prime rate per annum of Chase Bank (or its successor), plus two (2%) percent (the "Prime Rate"), which interest shall accrue from the date of Landlord's demand.

(e) **Additional Rent Based Upon Late Payment.** If Tenant defaults, for more than five (5) days in the payment of any monthly installment of fixed annual rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of five (5%) percent of the rent or expense.

(f) **Additional Rent Based Upon Landlord's Legal Expenses in Enforcing Lease.** As additional rent, Tenant shall pay Landlord, all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; provided, however, that in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in that event Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

(g) **Additional Rent Based Upon Taxes Based on Rent.** If at any time during the term of this Lease a tax or charge shall be imposed by the State of Illinois or the county or municipality in which the Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against

Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

(i) **Net Lease, No Setoff and Application.**

(i) **Net Lease.** It is the intention of the parties that this Lease is a “triple net lease” except as it relates to Real Estate Taxes, and Landlord shall receive the fixed annual rent, additional rent and other sums required of Tenant under the Lease, undiminished from all costs, expenses and obligations of every kind relating to the Premises, which shall arise or become due during the Lease term, all of which shall be paid by Tenant.

(ii) **No Setoff.** Tenant shall pay Landlord all fixed annual rent, additional rent and other sums required of Tenant under the Lease, without abatement, deduction or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant shall be deemed independent of any other terms, conditions or covenants of this Lease.

(iii) **Application.** No payment by Tenant or receipt by Landlord of an amount less than the full fixed annual rent, additional rent, or other sums required of Tenant under the Lease, shall be deemed anything other than a payment on account of the earliest fixed annual rent, additional rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, shall be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord’s right to recover the balance of fixed annual rent, additional rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

(j) **Place of Payment of Rent.** The fixed annual rent, additional rent and other sums required of Tenant under this Lease, shall be paid by Tenant to Landlord at 120 Barrington Ave, East Dundee, Illinois 60118 or to such other place as Landlord may notify Tenant.

(k) **Rent Reserved.** The total rent reserved under this Lease is \$18.00 Dollars, plus all additional rent and other sums referred to in this Lease and due through the expiration date of this Lease.

5. **Condition, Repair, Replacement and Maintenance of the Premises.**

(a) **Condition of the Premises.** Tenant acknowledges examining the Premises prior to the commencement of the Lease term, that Tenant is fully familiar with the condition of the Premises and that Tenant accepts the Premises “As-Is.” Tenant enters into the Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Premises, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

(b) **Tenant ‘s Obligations.**

(i) **Tenant ‘s Maintenance.** Tenant shall, at Tenant’s own expense, maintain, keep in good condition, repair and make replacements, foreseen and unforeseen, ordinary and

extraordinary, structural and non-structural, to the exterior of the building on the Premises (including, but not limited to, the roof, roof system, windows and doors) and interior of the building on the Premises (including, but not limited to, the plumbing system, the sprinkler system, if any, the heating system, the air conditioning system, if any, the electric system and any other system of the building on the Premises), and the driveways, parking areas, shrubbery and lawn, on the Premises, and at the expiration or other sooner termination of the Lease term, deliver them up in good order and condition and broom clean.

(ii) **Damage Caused by Tenant.** Notwithstanding any contrary provisions set forth in this Lease, any damage to the Premises, including, but not limited to, the building or its systems, or the improvements, caused by Tenant or a "Tenant Representative" (as defined below), shall be promptly repaired or replaced to its former condition by Tenant, as required by Landlord, at Tenant's own expense. The term "Tenant Representative" shall mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, Subtenant or invitee of Tenant, or any third party other than Landlord.

(iii) **Tenant to Keep Premises Clean.** In addition to the foregoing, and not in limitation of it, Tenant shall also, at Tenant's own expense, undertake all replacement of all plate glass and light bulbs, florescent tubes and ballasts, and decorating, redecorating and cleaning of the interior of the Premises, and shall keep and maintain the Premises in a clean condition, free from debris, trash, refuse, snow and ice. The exception to this shall be the items set to be discarded by tenant subject to Section 31 below.

(iv) **Tenant's Negative Covenants.** Tenant shall not injure, deface, permit waste nor otherwise harm any part of the Premises, permit any nuisance at the Premises, permit the emission of any objectionable noise or odor from the Premises, place a load on the floor on the Premises exceeding the floor load per square foot the floor was designed to carry, or install, operate or maintain any electrical equipment in the Premises that shall not bear an underwriter's approval.

## 6. **Insurance.**

(a) **Insurance Coverage.** Tenant shall, during the lease term, at Tenant's own expense, obtain and keep in force, the following insurance as outlined below and will cause the Subtenants to carry the insurance as addressed in Exhibit B attached hereto and made a part hereof and known as the Insurance Requirements for Subtenants:

(b) **Insurance Requirements.** All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

**Required limits:**

**Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

**Umbrella Liability:**

Coverage excess of general liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

**7. Compliance with Laws and Insurance Requirements.**

(a) **General Compliance with Laws and Requirements.** Tenant shall, at Tenant's own expense, promptly comply with: (i) each and every federal, State of Illinois, county and municipal statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing,



including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor federal, State of Illinois, county and municipal statutes, ordinances, codes, rules, regulations, orders, directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance (X) results from any condition, event or circumstance existing on or after the commencement of the Lease term; (Y) interferes with Tenant's use or enjoyment of the Premises; or (Z) requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive or requirement shall not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive or requirement.

(b) **Environmental Law.**

(i) **Transaction Triggered Environmental Law.** Tenant shall, at Tenant's own expense, comply with any transaction triggered environmental law (including, without limitation, a law whose applicability is triggered upon sale of the Premises, a cessation of operations at the Premises, a corporate reorganization, or other commercial transaction), the regulations promulgated thereunder, and any amending and successor legislation and regulations now or hereafter existing in the state (the "Cleanup Law"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to and comply with all requirements of, the applicable state environmental protection or conservation agency enforcing the Cleanup Law. Tenant's obligations under this subparagraph shall arise if any action or omission by Landlord or Tenant triggers the applicability of the Cleanup Law.

(ii) **Information to Landlord.** At no expense to Landlord, Tenant shall promptly provide all information and sign all documents requested by Landlord with respect to compliance with Requirements; however, this shall not in any way be deemed to impose upon Landlord any obligation to comply with any Requirements.

(iii) **Landlord Audit.** Tenant shall permit Landlord and its representatives access to the Premises, from time to time, to conduct an environmental assessment, investigation and sampling of the Premises, at Landlord's expense.

(iv) **Tenant Audit.** Landlord shall have the right, from time to time, during the Lease term, and upon the expiration or sooner termination of the Lease term, to require that Tenant hire, and in such event Tenant shall, at Tenant's own expense, hire an environmental consultant satisfactory to Landlord to undertake sampling at the Premises sufficient to determine whether "Contaminants" (as defined below) have been "Discharged" (as defined below) during the Lease term.

(v) **No Installation of Tanks.** Tenant shall not install any underground or above ground storage tanks ("Tanks") at the Premises without the prior written consent of Landlord, and upon demand of Landlord, shall, prior to the expiration or sooner termination of the Lease term, remove, at Tenant's own expense, all Tanks installed at the Premises during the Lease term, and in so doing, Tenant shall comply with all closure requirements and other requirements of Requirements.

(vi) **Tenant Remediation.** Should any assessment, investigation or sampling reveal the existence of any Contaminants in, on, under, or about, or migrating from or onto the Premises as a result of a Discharge during the Lease term, then, in addition to such event constituting an Event of Default under this Lease, and Landlord having all rights available to Landlord under this Lease and by law by reason of such Event of Default, Tenant shall, at Tenant's own expense, in accordance with all Requirements, undertake all action required by Landlord and any "Governmental Authority" (as defined below), including, but not limited to, promptly obtaining and delivering to Landlord an unconditional written determination by the applicable environmental protection or conservation agency that there are no Discharged Contaminants present at the Premises or at any other site to which a Discharge originating at the Premises migrated, or that any Discharged Contaminants present at the Premises or that have migrated from the Premises, have been remediated in accordance with all applicable requirements ("No Further Action Letter"). In no event shall any of Tenant's remedial action involve engineering or institutional controls, a groundwater classification exception area or well restriction area. Promptly upon completion of all required investigatory and remedial activities, Tenant shall, at Tenant's own expense, and to Landlord's satisfaction, restore the affected areas of the Premises from any damage or condition caused by the investigatory or remedial work.

(vii) **Hold-Over Tenancy.** If prior to the expiration or earlier termination of the Lease term, Tenant fails to remediate all Contaminants pursuant to subparagraph (vi) above, and deliver to Landlord an unconditional No Further Action Letter (the "Environmental Clearance"); then upon the expiration or earlier termination of the Lease term, Landlord shall have the option either to consider the Lease as having ended or treat Tenant as a hold-over tenant in possession of the Premises. If Landlord considers the Lease as having ended, then Tenant shall nevertheless be obligated to promptly obtain and deliver to Landlord the Environmental Clearance, and otherwise fulfill all of the obligations of Tenant set forth in this paragraph 7. If Landlord treats Tenant as a hold-over tenant in possession of the Premises, then Tenant shall pay, monthly to Landlord, on the first day of each month, in advance, double the fixed annual rent that Tenant would otherwise have paid under the Lease and \$500.00 per day, until such time as Tenant delivers to Landlord the Environmental Clearance, and otherwise fulfills its obligations to Landlord under this paragraph 7, and during the hold-over period, all other terms of this Lease shall remain in full force and effect.

(viii) **Permits.** Tenant shall not commence or alter any operations at the Premises prior to: (A) obtaining all permits, registrations, licenses, certificates and approvals from all Governmental Authorities required pursuant to any Requirements; and (B) delivering a copy of each permit, registration, license, certificate and approval to Landlord, together with a copy of the application upon which such permit, registration, license, certificate and approval is based.

(ix) **Environmental Documents.** The term "Environmental Documents" shall mean all environmental documentation concerning the Premises, or its environs, in the possession or under the control of Tenant, including but not limited to, plans, reports, correspondence and submissions. During the term of this Lease, and subsequently, promptly upon receipt by Tenant or a Tenant Representative, Tenant shall deliver to Landlord all Environmental Documents concerning or generated by or on behalf of Tenant with respect to the Premises, whether during or after the Lease term, and whether currently or hereafter existing. In addition, Tenant shall promptly notify Landlord of any

environmental condition of which Tenant has knowledge, which may exist in, on, under or about, or may be migrating from or onto the Premises.

(x) **Attendance at Meetings.** Tenant shall notify Landlord in advance of all meetings scheduled between Tenant or Tenant's Representatives and any Governmental Authority pertaining to the Premises, and Landlord and Landlord's agents, representatives and employees, including, but not limited to, legal counsel and environmental consultants and engineers, shall have the right, without the obligation, to attend and participate in all such meetings.

(xi) **Landlord's Right to Perform Tenant's Obligations.** Notwithstanding anything to the contrary set forth in this Lease, in the event, pursuant to this Lease, Tenant is required to undertake any sampling, assessment, investigation or remediation with respect to the Premises, then, at Landlord's discretion, Landlord shall have the right (but without any obligation to do so), upon notice to Tenant, from time to time, to perform such activities at Tenant's expense, and all sums incurred by Landlord shall be paid by Tenant, as additional rent, upon demand, together with interest at the Prime Rate, accruing from the date of Landlord's demand.

(xii) **Interpretation and Definitions.**

(A) **Interpretation.** The obligations imposed upon Tenant under this subparagraph (b) are in addition to and are not intended to limit, but to expand upon, the obligations imposed upon Tenant under subparagraph (a).

(B) **Contaminants.** The term "Contaminants" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*; the Water Pollution and Control Act, 33 U.S.C. §1251 *et seq.*; analogous state laws; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any other federal, State of Illinois, county or municipal environmental statute, ordinance, code, rule, regulation, order, directive or requirement, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.

(C) **Discharge.** The term "Discharge" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Premises, regardless of whether the result of an intentional or unintentional action or omission.

(D) **Governmental Authority/Governmental Authorities.** The term "Governmental Authority" or "Governmental Authorities" shall mean the federal, State of Illinois, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom, or created pursuant to any Requirements.

(c) **Sanctions Representation by Tenant.** Tenant hereby represents and warrants that to the best of Tenant's knowledge, neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes or similar statutes, or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Lease Term, an Event of Default will be deemed to have occurred.

(d) **Survival.** This paragraph 7 shall survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this paragraph 7 shall be restrainable or enforceable, as the case may be, by injunction.

8. **Alterations, Additions and Improvements.** No alterations, additions or improvements shall be made by Tenant to the building and improvements on the Premises, nor to any air conditioning system, heating system, plumbing system, electrical system, nor shall antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements and systems installed in or attached to the Premises by Tenant shall, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, shall be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. Tenant shall not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions or improvements consented to by Landlord shall be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

9. **Fire and Other Casualty Affecting the Premises.**

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises shall be damaged or destroyed by any peril, including, but not limited to, fire, wind storm or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

10. **Assignment and Subletting.**

(a) **Landlord's Consent Required.** Tenant shall not voluntarily or by operation of law assign, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent will not be

unreasonably withheld provided such assignment or sublease is for the same use as defined in Section 3 of this Lease and are registered businesses by the Village of East Dundee, Illinois and such assignee or subtenant will, in addition to the Tenant's insurance obligation, carry insurance in compliance with paragraph 6 of this Lease and such assignee or subtenant will agree to comply with all the terms of this Lease, including but not limited to the insurance, indemnity, inspection and limits on Landlord's Liability in this Lease. Any attempted assignment, subletting, mortgage, transfer or encumbrance without such consent shall be void as against Landlord, and shall constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant shall be deemed an assignment in violation of this Lease. Notwithstanding anything to the contrary herein, Landlord acknowledges Tenant has subleased portions of the Premises to two Subtenants known as Greg Capocasa, and individual and doing business as Mid Valley Glass & Service and Bonkoski Lawn Care, Inc, an Illinois corporation ("Tenant's Leases") subleasing portions of the Premises pursuant to the subleases attached hereto as Exhibit C. The Tenant has assigned the Tenant Leases to Landlord but Tenant retains all the responsibilities as Landlord and Tenant agrees it will reimburse Landlord for any costs, expenses, fees including reasonable attorney fees Landlord incurs in the event the Subtenants, one or both, do not vacate their leased premises at the expiration or earlier termination of the Lease.

(b) **No Release of Tenant.** Regardless of Landlord's consent or the need under subparagraph (a) to obtain Landlord's consent, no assignment or subletting shall release Tenant from this Lease. Acceptance of fixed annual rent and additional rent from any other person shall not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Landlord to an assignment or subletting, Tenant shall deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

(c) **Participation by Landlord.** Tenant shall supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.

11. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph shall not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation. It is specifically agreed that Landlord may inspect the Premises at any time, upon one days' prior notice to Tenant, for purposes of its due diligence for the Landlord's planned redevelopment of the Premises.

12. **Landlord's Right to Exhibit Premises.** Landlord or Landlord's agents, employees or representatives shall have the right to show the Premises during the Lease term in furtherance of the redevelopment of the property.

13. **Signs.** Tenant shall not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord shall consent to in writing prior to the installation. If Landlord or Landlord's agents, employees or other representatives wish to remove any such signs in order to make any repairs, alterations, additions or improvements to the Premises, such signs may be removed, but shall be replaced, at Tenant's expense, when the repairs, additions, alterations or improvements shall be completed; however, such provision shall not create an obligation on the part of Landlord to make any repairs, alterations, additions or improvements to the Premises. All signs of Tenant at the Premises shall conform with all municipal ordinances or other laws and regulations applicable to such signs.

14. **Landlord not Liable.** Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

15. **Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord shall use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; provided, however, that Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.

16. **Indemnification and Waiver of Liability.** Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this

paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

17. **Subordination; Attornment.**

(a) **Subordination.** This Lease shall be subject and subordinate to any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant shall, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) shall be self-operative and no further instrument of subordination shall be required to make the interest of any lessor under a Superior Lease (a "Superior Lessor") or any mortgagee, trustee or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; provided, however, Tenant shall execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Lessor or Mortgagee may request in confirmation of such subordination.

(b) **Rights of Superior Lessor or Mortgagee.** Any Superior Lessor or Mortgagee may elect that this Lease shall have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Lessor or Mortgagee, this Lease shall be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Lessor shall request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant shall make such modifications.

(c) **Attornment.** If at any time prior to the expiration of the term of this Lease, any Superior Lease shall terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant shall, at the election and upon the demand of any owner of the Premises, or of the Superior Lessor, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of any such termination, or as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event shall any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Lessor or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this paragraph 17 shall inure to the benefit of any such successor-in-interest to Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, shall execute, from time to time, instruments in confirmation of the foregoing provisions of this paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **Limitation on Rights of Tenant.** As long as any Superior Lease or Mortgage shall exist, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to all Superior Lessors and Mortgagees at such addresses as shall have been furnished to Tenant by such Superior Lessors and Mortgagees and, if any such Superior Lessor or Mortgagee, as the case may be, shall have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time shall have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Lessors and Mortgagees shall have the right, but not the obligation, to remedy such act or omission. The foregoing shall not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

18. **Condemnation.**

(a) **Permanent Condemnation.**

(i) **Lease Termination.** If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate as to the part taken as of the first date the condemning authority takes either title or possession.



(ii) **Award.** Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord shall diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in paragraph 15.

(b) **Temporary Condemnation.** Upon condemnation of all or any portion of the Premises for temporary use, this Lease shall continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award shall be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant shall assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it shall give the funds to Landlord within ten (10) days after demand.

19. **Bankruptcy or Insolvency of Tenant.**

(a) **Landlord's Right to Terminate Lease.** If Tenant is the subject of an Order for Relief under the existing or any future Federal Bankruptcy Code or law, as amended or modified ("the Bankruptcy Code"), or if Tenant files a petition or if a petition is filed against Tenant, under the Bankruptcy Code, then, in addition to any such event constituting an Event of Default under this Lease, and Landlord having all rights as a result thereof, Landlord shall have the option to either re-enter and re-possess the Premises pursuant to the provisions of the Lease or to terminate the Lease, pursuant to the provisions of the Lease, or both.

(b) **Tenant's Filing of Chapter 7 Proceedings.** If a petition is filed by, or an order for relief is entered against, Tenant under Chapter 7 of the Bankruptcy Code, and the Trustee of Tenant ("the Trustee") elects to assume the Lease for the purpose of assigning it, the election or assignment, or both, may be made only if all of the provisions of subparagraphs (c) and (e) below are satisfied. Nothing in the preceding sentence shall be deemed to grant the Trustee any right to assume the Lease if it has been terminated theretofore. If the Trustee fails to elect to assume the Lease for the purpose of assigning it within sixty (60) days after the Trustee's appointment, the Lease shall be deemed to have been rejected by the Trustee. Landlord shall then immediately become entitled to possession of the Premises, without any further obligation to Tenant or the Trustee, and the Lease shall automatically terminate at the end of the sixty (60) day period, but Landlord's right to compensation for damages in the bankruptcy proceedings shall survive. In such case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately.

(c) **Tenant's Filing of Chapter 11 or 13 Proceedings.** If Tenant files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13

proceeding and the Trustee or Tenant as a debtor-in-possession (“Debtor-in-Possession”) fails to assume the Lease within sixty (60) days from the date of filing the petition or the conversion, the Trustee or the Debtor-in-Possession shall be deemed to have rejected the Lease and the Lease shall automatically terminate at the expiration of the sixty (60) day period, but Landlord’s right to compensation for damages in the bankruptcy proceedings shall survive. Nothing in the preceding sentence shall be deemed to grant the Trustee or the Debtor-in- Possession any right to assume the Lease if it has been terminated theretofore. In such a case, Landlord shall be entitled to recover from Tenant, as damages, an amount equal to the fixed annual rent and additional rent reserved under the Lease from the date of the automatic termination to the expiration date of the Lease, and the damages shall be due and payable to Landlord immediately. In order to assume the Lease, the Trustee or the Debtor-in-Possession shall notify Landlord of the election to assume within the sixty (60) day period, but in such event all of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable, must be satisfied by the Trustee or the Debtor-in-Possession to the extent Landlord determines, in Landlord’s sole discretion:

(i) **Adequate Assurances.** The Trustee or the Debtor-in-Possession cures, or provides “Adequate Assurance” (as defined below) to Landlord, that the Trustee or the Debtor-in-Possession can cure all monetary Events of Default under the Lease by full and complete payment, within ten (10) days from the date of the assumption, and that the Trustee or the Debtor-in-Possession cures all non-monetary Events of Default under the Lease within thirty (30) days from the date of the assumption;

(ii) **Landlord Compensation.** The Trustee or the Debtor-in-Possession compensates Landlord, or provides Adequate Assurance to Landlord, that within ten (10) days from the date of the assumption, Landlord shall be compensated by full and complete payment for any pecuniary loss Landlord suffers as a result of any Event of Default of Tenant, the Trustee or the Debtor-in-Possession, as set forth in Landlord’s notice (which contains a statement of Landlord’s pecuniary loss), given to the Trustee or the Debtor-in-Possession; and

(iii) **Future Performance.** The Trustee or the Debtor-in-Possession provides Landlord with Adequate Assurance of the future performance of Tenant’s obligations under the Lease, including, without limitation, depositing with Landlord, as security, in addition to that previously established pursuant to the provisions of the Lease, an amount equal to three (3) monthly installments of fixed annual rent and additional rent then accruing under the Lease.

For purposes of this subparagraph (c), “Adequate Assurance” shall mean that (i) Landlord determines that the Trustee or Debtor-in-Possession has, and shall continue to have, sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or the Debtor-in- Possession has sufficient funds to fulfill Tenant’s obligations under the Lease; and (ii) an order was entered segregating sufficient sums payable to Landlord, or a valid and perfected lien and security interest are granted to Landlord in the property of Tenant, Trustee or the Debtor-in-Possession, as may be acceptable to Landlord, to secure the obligations of the Trustee or the Debtor-in-Possession to cure the monetary or non-monetary defaults under the Lease within the time periods set forth above.

(d) **Landlord's Right to Terminate Lease on Further Filing of Bankruptcy Petition.** If the lease is assumed by the Trustee or Debtor-in-Possession pursuant to subparagraph (c) above, and thereafter Tenant is the subject of an Order for Relief under the Bankruptcy Code, then Landlord has the option to terminate the Lease pursuant to the provisions of the Lease.

(e) **Condition Upon Assignment.** If the Trustee or Debtor-in-Possession pursuant to subparagraphs (b) and (c) above desires or elects to assign Tenant's interest, or the estate created by the interest under the Lease, to any other person, the interest or estate may be assigned only if Landlord acknowledges in writing that the intended assignee has provided to Landlord, Adequate Assurance (as defined above) of future performance of all of the obligations of Tenant under the Lease. For the purpose of this subparagraph (e), "Adequate Assurance" shall mean that Landlord ascertains that the following conditions are satisfied:

(i) **Financial Information.** The assignee has submitted to Landlord a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by the assignee of Tenant's obligations under the Lease; and

(ii) **Guaranty.** If requested by Landlord, the assignee has obtained guarantees, in form and substance satisfactory to Landlord, from one or more persons who satisfy Landlord's standards of credit- worthiness.

(f) **State Law Action.** Neither Tenant's interest in the Lease nor any estate of Tenant created in the Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any State having jurisdiction of the person or property of Tenant ("State Law"), unless Landlord consents in writing to this transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity shall not be deemed to have waived, or waive, the need to obtain Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without that consent, and any such event, without Landlord's written consent, shall be deemed an Event of Default.

(g) **Charges for Use and Occupancy.** When, pursuant to the Bankruptcy Code, the Trustee or the Debtor-in-Possession is obligated to pay reasonable use and occupancy charges for the use of the Premises, the charges shall not be less than the fixed annual rent and additional rent due under the Lease.

20. **Landlord's Right to Re-Enter.** If Tenant shall default in any of the terms, conditions or covenants of this Lease, then it shall be lawful for Landlord to re-enter the Premises and to again possess and enjoy the Premises.

21. **Default by Tenant and Landlord's Remedies.**

(a) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this Lease:

(i) **Non-Payment.** If Tenant shall fail to pay any installment of fixed annual rent, additional rent or other sums due from Tenant to Landlord under this Lease; or

(ii) **Non-Performance.** If Tenant shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after delivery of notice from Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant shall not, in good faith have commenced within said thirty (30) day period to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion; or

(iii) **Vacation or Abandonment.** If Tenant shall vacate or abandon the Premises. Tenant shall be deemed to vacate or abandon the Premises in the event Tenant has removed all personal property from the Premises, or notified Landlord she is vacating the Premises or failed to visit the Premises for a period of sixty (60) days.

(b) **Right to Terminate Lease and Re-Enter.** Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on 10 days' notice to Tenant, declare this Lease terminated at the expiration of such 10 day period and Tenant shall quit and surrender possession of the Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession, Landlord may re-enter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant therein.

(c) **Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses.** In the event that Landlord shall obtain possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord shall have the right, without the obligation, to make renovations, alterations and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part thereof for a term or terms that may be less or more than the full term of the Lease had Landlord not re-entered and re-possessioned or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord shall in no way be responsible for any failure to re-let all or any part of the Premises or for any failure to collect any rent due after any re-letting, and in no event shall Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant shall pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest thereof at the Prime Rate, which interest shall accrue from the date of Landlord's demand.

(d) **Survival Covenant - Liability of Tenant after Re-Entry and Possession or Termination.**

(i) **Survival of Obligations.** If any Event of Default occurs (whether or not this Lease shall be terminated as a result of an Event of Default), Tenant shall remain liable to Landlord

for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with the provisions of subparagraph (c) above. The failure or refusal of Landlord to re-let the Premises or any part thereof shall not release Tenant or affect Tenant's liability for damages. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting; (iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of fixed annual rent and additional rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by Landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning.

(ii) **Rights on Termination.** Should Landlord terminate this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point by \_\_\_\_\_. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing, that Landlord has elected to terminate the same.

(iii) **Remedies Cumulative.** The remedies of Landlord specified herein shall be cumulative as to each other and as to all such allowed by Requirements.

(e) **Right to Injunction.** In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

(f) **Tenant Right to Terminate.** Notwithstanding anything to the contrary herein, provided Tenant is not in default hereunder, Tenant shall have the right to terminate this Lease at any time upon written notice to Landlord delivered to Landlord not less than ten (10) days prior to the

termination date and provided the Subtenants' leases have been terminated and the Subtenants have vacated the Premises. In the event Tenant terminates this Lease, all obligations of Tenant shall terminate hereunder except those which specifically survive the term of this Lease.

22. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord shall not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

23. **Estoppel Certificate.** Within ten (10) days of request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.

24. **Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it shall look only to the Premises (which includes all of Landlord's equity or interest therein, including proceeds of sale, insurance and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord; and Tenant shall not look to the property or assets of any of the any officers, directors, shareholders (or principal or partner of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event shall any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder (or principal or partner of any non-corporate Landlord), employee, agent, or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

25. **Services and Utilities.** Tenant shall, at Tenant's own expense, obtain all utility services supplying the Premises, including but not limited to electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.

26. **Security.** Upon execution and delivery of this Lease, Tenant shall deposit the sum of None (\$0) Dollars with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions and covenants of this Lease on Tenant's part to be performed, which sum shall be returned to Tenant following the expiration of the Lease term, provided there shall not then be an Event

of Default or an event that with the giving of notice or the lapse of time, or both, shall constitute an Event of Default. Landlord shall have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied, so that Landlord shall have the full deposit on hand at all times. If Landlord shall sell the Premises, Landlord shall have the right to transfer the security to the new landlord, and upon so doing Landlord shall be released by Tenant from all liability for the return of the security and Tenant shall look solely to the new landlord for the return of the security, and this shall apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease shall not be mortgaged, assigned or encumbered by Tenant.

27. **Intentionally Omitted.**

28. **Notices.** All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord: Village of East Dundee  
120 Barrington Ave.  
East Dundee IL 60118  
Attn: Village Administrator

With copy to: Elrod Friedman LLP  
Attn: Kelley Gandurski  
325 N. LaSalle St. Suite 450  
Chicago , IL 60654

If to Tenant: DeLoris Doederlein  
110 Railroad St.  
East Dundee, IL 60118

With copy to: Vanek, Larson & Kolb  
Attn: Gary M. Vanek  
Lindsay K. Sanchez  
200 W. Main St  
St. Charles, IL 60174

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or when mailed if sent by certified or registered mail, return receipt requested.

29. **Broker.** Each party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant shall indemnify and defend Landlord from the claim of any

broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction. Landlord shall indemnify and defend Tenant from the claim of any broker, that such broker was authorized on behalf of Landlord to make an offer to Tenant with respect to this transaction.

30. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions and covenants of the Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Lease term.

31. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

(b) **Non-Waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the parties. No representative, agent or employee of Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

(d) **Effective Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Commercial Lease.** This Lease shall be construed as a commercial Lease.

(f) **Captions.** The captions of the paragraphs in this Lease and the Table of Contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

(g) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.



(h) **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) **Landlord's Performance of Tenant's Obligations.**

The performance by Landlord of any obligation required of Tenant under this Lease shall not be construed to modify this Lease, nor shall it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(j) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord shall be considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord, may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord under this Lease shall not impose any obligation on Landlord to exercise the right, remedy, option or election.

(k) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph shall not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(l) **Inspection, Length of Time of Tenant's Default.**

Nothing in this Lease requires Landlord at any time, to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

(m) **No Offer.** The submission of the Lease to Tenant shall not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(n) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(o) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact

that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words “include” and “including” and words of similar import shall be deemed to be followed by the words “but not limited to” and the word “or” shall be “and/or.”

(p) **References.** In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(q) **Binding Effect.** This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

(r) **Landlord Defined.** The term “Landlord” in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Premises while such party is an owner.

(s) **Time of the Essence.** Time is of the essence of this Lease.

(t) **No Recordation.** Neither this Lease, nor any memorandum, affidavit or other writing with respect to this Lease, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease voidable at Landlord’s election.

(u) **Debris Removal.** The Premises were formerly used as a lumberyard owned by Tenant and her family (“Lumberyard”) and which Lumberyard has been out of business and its corporate identity dissolved for over 30 years. Landlord and Tenant agree that during the term of this Lease, Tenant will be disposing of the equipment, tools and property of the Lumberyard with the intention of leaving the Premises in as reasonably broom clean condition as possible. To assist Tenant in this endeavor, Landlord will provide up to ten debris removals upon Tenant’s prior written request during the term of this Lease provided (i) such debris is neatly compiled in one area that is easily accessible by Landlord’s vehicles and (ii) includes only non-hazardous waste that can be disposed of in the regular Municipal Solid Waste Landfill. Tenant agrees that any personal property still on the Premises after this Lease terminates, shall be the personal property of Landlord and may be disposed of by Landlord. Landlord will not pay for the cost of removal of personal property beyond the referenced agreed upon ten debris removals. The Landlord intends, after the Tenant vacates the Premises, to demolish the existing buildings and to redevelop the property, and recognizes that Tenant does not want to incur costs for replacement of any of the systems that provide for operation of the Premises, or in the case of fire or other casualty, to rebuild the Premises. The parties agree that, except in the case where such maintenance or replacement is necessary to keep the Premises and the Tenant’s Leases premises in a clean, safe and healthful condition, or as required under the Tenant’s Leases, the Tenant does not have to maintain, replace or rebuild the Premises. This provision survives the termination of this Lease.

Signed and sealed by the parties.

**LANDLORD:**

Village of East Dundee, an Illinois municipal corporation

By:

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Name: Jeffrey Lynam  
Its: Village President

**TENANT:**



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DeLoris Doederlein

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

PIN 03-23-314-001-0000

COMMONLY KNOWN AS 110 RAILROAD ST. EAST DUNDEE, IL 60118

## EXHIBIT B

### MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR SUBTENANTS/CONTRACTORS

During the term of the agreement with the Village of East Dundee, the Tenant will require the Subtenants, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

#### **Required limits:**

##### **Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

##### **Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

##### **Employers liability coverage:**

- ▲ \$1,000,000 Bodily injury by accident – each accident
- ▲ \$1,000,000 Bodily injury by disease – each employee
- ▲ \$1,000,000 Bodily injury by disease – policy limit

#### MINIMUM ACCEPTABLE REQUIREMENTS (Cont.)

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.**

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Umbrella Liability:**

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Property, Tools and Equipment:**

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's.

Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

EXHIBIT C  
Tenant's Leases

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) dated as of October \_\_\_\_\_, 2023, is made by and between DeLoris Doederlein (hereinafter the “Landlord”) and Bonkoski Lawn Care, Inc., an Illinois corporation (hereinafter the “Tenant”).

### RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, East Dundee, Illinois 60118 (the “Property”) pursuant to that certain Industrial Lease Agreement by and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated \_\_\_\_\_, 2023 (the “Master Lease”).

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

### AGREEMENT

1. DESCRIPTION OF PREMISES: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the “*Premises*”).

2. USE OF PREMISES: Tenant shall use the Premises for the operation of a lawn care company as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.

3. DELIVERY OF POSSESSION: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.

4. TERM: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord’s abandonment of the Premises pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.



5. RENT: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of Six Thousand and No/100 Dollars (\$6,000.00). The Rent shall be paid to Landlord upon execution of this Lease. In the event the Premises is sold to the Village of East Dundee, the Landlord shall not credit any of the Rent hereunder to the Village of East Dundee, and Tenant shall look solely to Landlord for any reimbursement of Rent in the event of any early termination of this Lease.

6. INSURANCE AND INDEMNITY: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. WAIVER OF SUBROGATION: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property

arising out of fire or casualty to the extent the same is insurable, and each party agrees that all insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

8. LANDLORD WAIVER AND CONSENT: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.

9. LANDLORD'S ACCESS TO PREMISES: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.

11. ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.

12. REPAIRS AND MAINTENANCE: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.

15. CONDEMNATION: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.

16. HAZARDOUS MATERIALS: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic

substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant's use of the Property after the commencement of the term of this Lease.

17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.

18. DAMAGE OR DESTRUCTION: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a "Casualty"), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

19. RISK OF LOSS: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.

B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. Landlord's Right to Cure Tenant Defaults. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be

obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

21. WAIVER: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.

22. TENANT'S ESTOPPEL: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.

23. NOTICES: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.

24. HOLDOVER: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.

25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the

Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

26. SURRENDER: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.

27. SEVERABILITY: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

28. SUCCESSORS, HEIRS AND ASSIGNS: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.

29. APPLICABLE LAW: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.

30. COMPLETE AGREEMENT: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.

31. EXECUTION OF LEASE: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.

32. ATTORNEYS' FEES: Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.

33. JURISDICTION: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.

34. JURY WAIVER: The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.

35. REMOVAL OF PROPERTY UPON TERMINATION: Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.

36. CHANGE OF OWNERSHIP OF PROPERTY: In the event the Village of East Dundee ("Village") assumes ownership of the Property and the Master Lease is executed by

DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.

**LANDLORD:**

\_\_\_\_\_  
DeLoris Doederlein

**TENANT:**

Bonkoski Lawn Care, Inc.,  
an Illinois corporation

By: \_\_\_\_\_  
John Bonkoski, President

I, John Bonkoski, guarantee the compliance of the Bonkowski Lawn Care Inc., an Illinois corporation with the terms of the foregoing Lease.

\_\_\_\_\_  
John Bonkoski



**EXHIBIT A  
USE**

**Lawn care and landscaping company includes the cutting and maintenance of off-site client's grass, shrubs and trees ("Business")**

**Storage of following Vehicles:**

**Utilization of the following Equipment in the Business:**

**Storage of the following Product:**

**Repair of the vehicles and equipment used in the Business.**

**Office for the Business.**

**Storage and location of the following Hazardous Materials:**

**EXHIBIT B**  
**MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR**  
**SUBTENANTS/CONTRACTORS**

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

**Required limits:**

**Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

**Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

**Employers liability coverage:**

- \$1,000,000 Bodily injury by accident – each accident
- \$1,000,000 Bodily injury by disease – each employee
- \$1,000,000 Bodily injury by disease – policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.**

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Umbrella Liability:**

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Property, Tools and Equipment:**

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) dated as of October \_\_\_\_\_, 2023, is made by and between DeLoris Doederlein (hereinafter the “Landlord”) and Greg Capocasa, d/b/a Mid Valley Glass & Service (hereinafter the “Tenant”).

### RECITALS

A. Landlord leases that certain property commonly known as 110 Railroad Street, East Dundee, Illinois 60118 (the “Property”) pursuant to that certain Industrial Lease Agreement by and between Village of East Dundee, Illinois, as landlord, and DeLoris Doederlein, as tenant, dated \_\_\_\_\_, 2023 (the “Master Lease”).

B. Landlord desires to sublease on a non-exclusive basis the Property to Tenant pursuant to the terms hereof.

### AGREEMENT

1. DESCRIPTION OF PREMISES: Landlord, for and in consideration of the rents, covenants and agreements hereinafter mentioned and agreed to be paid, kept and performed by Tenant, by these presents does lease to Tenant on a non-exclusive basis the Property together with all improvements thereon, and all appurtenant rights of ingress and egress and all other easements and rights appurtenant thereto (hereinafter collectively referred to as the “*Premises*”).

2. USE OF PREMISES: Tenant shall use the Premises for the operation of a glass servicing company including but not limited to glass repair and office uses related thereto as more specifically described on Exhibit A attached hereto and incorporated by this reference and which includes a list of the Hazardous Materials (as defined in Section 16) and the quantities maintained on the Premises and the location of such Hazardous Materials. Tenant shall not use the Premises for any unlawful purpose. In using the Premises, Tenant shall comply with all applicable federal, state, and local laws governing the use thereof. Tenant shall use best efforts to prevent the Premises from being damaged by the negligence or willful misconduct of its employees. Tenant will not commit waste on the Premises, or cause or permit pipes, lines, conduits, fixtures, or appliances in the Premise to be ruined or damaged by freezing, excessive heat, or lack of reasonable care, maintenance, or repair. Tenant shall operate its business in a safe and proper manner as is normal, considering the uses of the Premises above provided; and shall not manufacture, store, display or maintain any products or materials that will endanger the Premises; shall not use the plumbing for any other purpose than for which it was constructed; shall not make or permit any unreasonable noise and/or odor objectionable to the public or neighbors.

3. DELIVERY OF POSSESSION: Landlord shall deliver the non-exclusive possession of the Premises to Tenant at the beginning of the Initial Term of this Lease.

4. TERM: The term of this Lease shall be for a period commencing on the date hereof and continuing on a month-to-month basis thereafter until the earlier of: (i) the termination of the Master Lease, for any reason whatsoever, (ii) the Landlord’s abandonment of the Premises

pursuant to the terms of the Master Lease or (iii) the termination of this Lease pursuant to the terms hereof.

5. RENT: Without demand or setoff, Tenant shall pay to Landlord as annual Rent during the Term the sum of One and No/100 Dollars (\$1.00). The Rent shall be paid to Landlord upon execution of this Lease.

6. INSURANCE AND INDEMNITY: Tenant shall, during the lease Term, at Tenant's own expense, obtain and keep in force, such insurance as outlined in Exhibit B attached hereto and made a part hereof.

Neither Landlord nor Landlord's Indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; or (c) by a Discharge of Contaminants by Tenant or Tenant's subtenants during the Lease term; regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding shall be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, shall defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or the Landlord Indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee shall be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. In no event shall Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee shall be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee.

7. WAIVER OF SUBROGATION: Regardless of the insurance coverage actually maintained by the parties under this Lease, each party, and all persons claiming by, through or under them, hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue, the other party for any loss of or damage to property arising out of fire or casualty to the extent the same is insurable, and each party agrees that all

insurance policies relating to the Premises or Property will contain waivers by the insurer of such liability, recovery, subrogation and suit.

8. LANDLORD WAIVER AND CONSENT: Landlord agrees to execute and deliver such waivers and consents reasonably requested from time to time by Tenant's lender(s), waiving any rights that Landlord may have in Tenant's personal property and assets not affixed to the Premises (including, without limitation, inventory, accounts and equipment) now or hereafter located on the Premises and permitting such lender(s) and/or their agents to have reasonable access to the Premises to inspect and remove such property and assets in accordance with the terms and conditions of any loan and security agreements between Tenant and such lender(s). Landlord acknowledges that it does not have any security interest or other claim to such personal property and assets of Tenant and hereby waives any Landlord or other liens in favor of Landlord arising under law or otherwise.

9. LANDLORD'S ACCESS TO PREMISES: Landlord may have free access to the Premises at all reasonable times in order to examine the same or to make any alterations or repairs to the Premises which Landlord may deem necessary for the safety and/or preservation thereof without causing or permitting unreasonable disruption to Tenant's normal business operations.

11. ASSIGNMENT OR SUB-LETTING: Tenant shall not pledge, assign, mortgage, hypothecate or otherwise transfer this Lease and/or its interest hereunder and/or sublease all or any portion of the Premises. Any pledge, sale, assignment, mortgage, hypothecation or other transfer of substantially all of Tenant's assets, whether voluntary or involuntary, pursuant to attachment or foreclosure, or arising from any merger, consolidation or otherwise, or by any operation of law, shall be deemed an assignment of this Lease in violation of this provision. Any attempt to pledge, assign, mortgage, hypothecate or otherwise transfer this Lease or sublet all or any portion of the Premises in violation of this provision shall be deemed void ab initio and Landlord shall have the right to terminate this Lease upon any such attempted transfer or subletting. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees resulting in whole or in part out of any third party's use of the Premises.

12. REPAIRS AND MAINTENANCE: Landlord shall be responsible for any maintenance and repairs of the Premises consistent with Landlord's obligations under the Master Lease. Any maintenance or repairs to the Premises required as a result of any negligent act or any omission by Tenant or any of Tenant's employees, agents, or invitees, shall be the sole responsibility of Tenant.

15. CONDEMNATION: If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease shall terminate in its entirety and Tenant shall vacate the Premises.

16. HAZARDOUS MATERIALS: As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included

in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material in quantities that violate such applicable laws to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord.

Tenant shall comply with applicable laws, rules, regulations and ordinances regarding the manufacture, sale, storage, distribution and disposal of Hazardous Materials, and shall save, indemnify and defend and hold harmless Landlord, its respective members, managers, officers, employees, and agents from and against any and all claims demands, suits, expenses, damages, causes of action and/or cost of abating or remediating any conditions caused by relating to the presence of Hazardous Materials on the Property to the extent that such Hazardous Materials came upon the Property as a direct result of Tenant’s use of the Property after the commencement of the term of this Lease.

17. SUBORDINATION OF LEASE: Landlord reserves the right to demand and obtain from the Tenant a waiver of priority of Tenant's lien arising by virtue of the Lease, thereby subordinating Tenant's said lien in favor of a first mortgage loan, or in favor of any mortgage lien or any refinancing or replacing of a mortgage loan that may become necessary or desirable from time to time to the Landlord in the future, and Tenant, upon demand by the Landlord for same, agrees to execute at any and all times such instruments, that may be reasonably required by any such lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. It is a condition, however, of the subordination and lien provisions herein provided, that Landlord, at its expense, shall procure from any such mortgagee an agreement, in writing, in form and substance acceptable to Tenant, providing in substance that so long as Tenant substantially performs the obligations imposed upon Tenant hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected, by any default under such mortgage nor shall Tenant be named as a defendant in any foreclosure proceeding.

18. DAMAGE OR DESTRUCTION: In the event the Premises are damaged or destroyed by any peril, including but not limited to fire, wind or other casualty (with each such occurrence being a “Casualty”), at any time during this Lease, whether covered by insurance or not, Tenant shall give prompt notice thereof to Landlord and this Lease shall be immediately terminated.

19. RISK OF LOSS: All property of Tenant located on the Premises, and all property of other person(s) located on the Property, shall be so located at the risk of Tenant or such other owner(s).

20. DEFAULT:

A. Events of Tenant Default. The following events shall be deemed to be events of default by Tenant under this Lease: (i) if Tenant shall fail to make any payment of Rent when due and such non-payment is not remedied within five (5) days after Tenant's receipt of written notice from Landlord; (ii) if Tenant shall fail to comply with any term or provision of this Lease, other than the payment of Rent, for more than ten (10) days after Landlord gives Tenant written notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently proceeded therewith to completion; (iii) if Tenant shall become insolvent, or shall make a transfer in fraud of its creditors; (iv) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, or (v) Tenant shall be the subject (voluntarily or involuntarily) of an order for relief under any chapter of the United States Bankruptcy Code or shall otherwise be a subject of a case or proceeding under any federal or state bankruptcy law now or hereafter existing or shall become insolvent in the bankruptcy or equity sense, and such order of relief shall not be dismissed or otherwise resolved within 60 days.

B. Landlord's Remedies. Upon the occurrence of any such event of default, Landlord may terminate this Lease and Tenant's right to possession of the Premises. In the event Landlord terminates the Lease, Tenant shall immediately surrender the Premises to Landlord. Landlord shall also have all other remedies set forth in this Lease or available at law or in equity. All rights and remedies of Landlord shall be cumulative, and none shall exclude any other right or remedy allowed hereunder or at law or in equity. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Tenant shall promptly pay upon notice thereof all of Landlord's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Landlord) incurred in successfully enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

No remedy herein or other conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.

C. Landlord's Right to Cure Tenant Defaults. In addition to Landlord's other remedies, if Tenant shall at any time or from time to time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, without waiving or releasing Tenant from any obligation under this Lease, make such



payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, to pay expenses and employ counsel and Tenant shall pay Landlord's reasonable attorneys' fees in connection therewith. All sums so paid by Landlord and all expenses in connection therewith shall be deemed additional rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof as in the case of default in the payment of Rent.

21. WAIVER: No waiver of any provision or condition expressed within this Lease shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation be continued or subsequently repeated. Furthermore, no express waiver shall affect any provision or condition other than the one(s) expressly specified in such waiver. This Lease cannot be orally changed, modified or terminated.

22. TENANT'S ESTOPPEL: Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Tenant's knowledge Landlord is in default hereunder and, if so, specifying the nature of any such default. Landlord and Tenant hereby intend that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of Landlord's interest, mortgagee of Landlord's interest and/or assignee of any mortgage upon Landlord's interest in the Premises.

23. NOTICES: Unless otherwise agreed in writing by the parties hereto, all notices under and payments made pursuant to this Lease shall be given or made to the respective parties at the addresses set forth above. Otherwise, notice may be given at such other address as Landlord or Tenant may hereafter designate to the other in writing. Any notice to be given by either party to the other under any provision of this Lease shall be deemed to have been duly delivered when such notice is mailed nationally recognized, receipted, overnight courier or by United States certified or registered mail, return receipt requested, at the addresses set forth herein or otherwise properly designated.

24. HOLDOVER: In the event Tenant shall holdover beyond the Term of this Lease or in any circumstance wherein Tenant is required to tender possession of the Premises to Landlord, such holdover tenancy shall be a month-to-month tenancy only. Tenant shall during any such holdover period pay to Landlord a monthly rental equal to Five Hundred and No/100 Dollars (\$500.00) per day. Both Landlord and Tenant may terminate such month-to-month tenancy at any time by giving the other party hereto not less than thirty (30) days prior written notice of its intention to terminate hereunder.

25. QUIET POSSESSION: Tenant, upon paying all Rent as and when due, and observing, performing and keeping all of the provisions of this Lease on its part to be observed, performed and kept, shall lawfully, peaceably and quietly have, hold and enjoy the Premises during the Term, or any extension thereof, without hindrance, ejection or molestation by Landlord or any person(s) claiming under Landlord. In the event the Premises is sold to a third party, including the Village of East Dundee, the Landlord shall remain liable for any responsibilities of the Landlord under this Lease.

26. SURRENDER: Upon the expiration of the term of this Lease or any extension thereof, or upon any other termination of this Lease, or upon the termination of the tenancy from month-to-month as provided hereinbefore, Tenant shall surrender the Premises to the Landlord in substantially the same condition as on the first day of the Term subject, however, to ordinary wear and tear and any casualty provided for herein.

27. SEVERABILITY: In the event that any provision of this Lease is declared to be illegal or invalid, only such provision shall be affected, and this Lease shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.

28. SUCCESSORS, HEIRS AND ASSIGNS: This Lease and all promises, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of Tenant and the successors, heirs and assigns of Landlord; provided, however, that no assignment/sublease by the Tenant in violation of the provisions hereinbefore contained shall vest in the assignee/sublessee any right, title or interest whatsoever.

29. APPLICABLE LAW: This Lease shall be construed and governed in accordance with the laws of the State of Illinois.

30. COMPLETE AGREEMENT: Landlord and Tenant intend and expressly agree that all previous negotiations, inducements, promises and conditions have been merged into and superseded by this Lease which represents the entire understanding and agreement between them.

31. EXECUTION OF LEASE: This Lease may be executed in counterparts and, when all counterparts are executed, the counterparts shall constitute a single binding instrument.

32. ATTORNEYS' FEES: Tenant shall pay all of Landlord's costs and fees, including reasonable attorneys' fees, associated with Landlord's enforcement of this Lease.

33. JURISDICTION: The parties hereto agree that any legal action initiated by either party to determine or enforce any rights hereunder shall lie exclusively in the Circuit Court of the Sixteenth Judicial Court, Kane County, Illinois.

34. JURY WAIVER: The parties hereto further agree that in any action brought by either party, both parties waive the right to have any such action heard and determined by a jury.

35. REMOVAL OF PROPERTY UPON TERMINATION: Upon termination of the Lease, Tenant shall be responsible for removing all items of personal property belonging to Tenant and all waste caused by Tenant from the Premises and will leave the Premises in broom clean condition.

36. CHANGE OF OWNERSHIP OF THE PROPERTY: In the event the Village of East Dundee ("Village") assumed ownership of the Property and the Master Lease is executed by DeLoris Doederlein as tenant and the Village as landlord then this Lease shall be determined to be a sublease under the Master Lease and shall be assigned by DeLoris Doederlein to the Village with

the understanding and agreement by DeLoris Doederlein that she will continue to be responsible for the responsibilities of the Landlord herein, including but not limited to any repair or maintenance provisions, and she will receive any Rent or other compensation from Tenant but the Village will be considered a Landlord for the other provisions of the Lease, including but not limited to Insurance and Indemnity and Tenant will provide a Certificate of Insurance, naming the Village as the insured Landlord in accordance with Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commercial Lease Agreement dated as of the date and year first above written.

**LANDLORD:**

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Deloris Doederlein

**TENANT:**

Greg Capocasa, d/b/a  
Mid Valley Glass & Service

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Greg Capocasa

**EXHIBIT A  
USE**

**Glass servicing company including but not limited to glass repair (“Business”) and the following other activities:**

**Storage of following Vehicles:**

**Utilization of the following Equipment in the Business:**

**Storage of the following Product:**

**Repair of the vehicles and equipment used in the Business**

**Office for the Business.**

**Storage and location of the following Hazardous Materials:**

**EXHIBIT B**  
**MINIMUM ACCEPTABLE INSURANCE REQUIREMENTS FOR**  
**SUBTENANTS/CONTRACTORS**

During the term of the Master Lease with the Village of East Dundee (Landlord for this Exhibit B), DeLoris Doederlein will require the Tenant, at their own expense, to have in effect the coverages listed below. The Tenant shall also require the same from all of its contractors engaged in work on the Premises.

All policies shall be taken out with insurers that are acceptable to Landlord and in form satisfactory to Landlord. Tenant agrees that certificates of insurance, or, if required by Landlord or the mortgagees of Landlord, certified copies of each such insurance policy, will be delivered to Landlord as soon as practicable after the placing of the required insurance. Tenant shall, contemporaneously with the execution of this Lease, provide Landlord with a certificate of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof.

**Required limits:**

**Commercial General Liability:**

Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate. The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries. The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion. Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

**Workers Compensation:**

Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which any subtenants operates,

**Employers liability coverage:**

- \$1,000,000 Bodily injury by accident – each accident
- \$1,000,000 Bodily injury by disease – each employee
- \$1,000,000 Bodily injury by disease – policy limit

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Automobile Liability: Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.**

The policy shall include the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees as additional insureds. The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the Village of East Dundee and its subsidiaries, affiliates, officers, directors and employees. The policy shall include a waiver of subrogation endorsement in favor of the Village of East Dundee and its subsidiaries.

**Umbrella Liability:**

Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$1,000,000 per occurrence with defense outside the limit.

**Property, Tools and Equipment:**

The Subtenant shall be responsible for any loss or damage to any property owned by, or in control of, Subtenant, including, without limitation, tools, equipment and materials.

**Conditions Applying to All Coverages:**

Any deductibles must be declared to and approved by the Village of East Dundee. Any changes to the coverages required must be authorized in advance by the Village of East Dundee and be documented in writing. The certificate shall provide that 30 days prior written notice of cancellation be given to the Village of East Dundee and its subsidiaries. Certificates for renewal policies must be issued 10 days prior to the renewal date. All liability policies for injury and property damage shall be issued on the "occurrence" form. All coverages must be in a company approved to do business in the state and carrying a rating of at least A- VII by A.M. Best's. Coverages for Subtenants must have a carrier rating of at least A- VII by A.M. Best's. Tenant shall be responsible for assuring that all Subtenants are properly insured and maintain the same coverages, terms, and conditions as required by this agreement. The Village of East Dundee reserves the right to increase or expand these requirements when it deems prudent. Subtenant's property (auto, contents, tools, equipment and stock), are their own responsibility and not the responsibility of the Village for theft, destruction or fire.

**TENANT ESTOPPEL CERTIFICATE**

This Certificate is given to the Village of East Dundee, an Illinois municipal corporation, and its assignees (the "**Buyer**"), by \_\_\_\_\_ (the "**Tenant**"), with the understanding that Buyer and its counsel will rely on this Certificate in connection with Buyer's purchase of the property located at 110 Railroad Street, East Dundee, IL (the "**Property**").

Tenant hereby certifies as follows:

1. The undersigned is the Tenant under that certain Lease dated \_\_\_\_\_, \_\_\_\_\_ (the "**Lease**") between DeLoris Doederlein (the "**Landlord**"), as landlord, and Tenant, as tenant. A true, correct and complete copy of the Lease, together with any commencement date agreements, assignments, amendments, modifications and supplements thereto, is attached to this Certificate as Exhibit A. The Lease is the entire agreement between Landlord (or any affiliated party) and Tenant (or any affiliated party) pertaining to the Premises (defined below). There are no amendments, modifications, supplements, arrangements, side letters or understandings, oral or written, of any sort, of the Lease, except as are attached as Exhibit A.

2. As of the date of the Tenant's execution of this Certificate, Tenant is occupying and paying rent on a current basis for the following portions of the Property pursuant to the Lease: \_\_\_\_\_ East Dundee, IL (the "**Premises**").

3. Tenant acknowledges that the commencement date of the initial term of the Lease is \_\_\_\_\_; the expiration date of the initial term of the Lease is \_\_\_\_\_.

4. The current monthly net rent is \$ \_\_\_\_\_, payable monthly in advance on the first day of each calendar month. No rent has been prepaid except for the current month.

5. Tenant pays \_\_\_\_\_ per month as for heat/ water/ gas ("Utilities"). \_\_\_\_\_ Utilities have been prepaid.

6. A security deposit of \$ \_\_\_\_\_ has been made under the Lease. There is no interest due on this Security Deposit.

7. Tenant does not have any right or option to renew or extend the term of the Lease, or to expand into any additional space, or to purchase all or any part of the Property or the Premises.

8. Tenant has properly executed the Lease and the Lease is in full force and effect.

9. Tenant has accepted possession and is in occupancy of the Premises, and all items to be performed by Landlord have been completed, including, but not limited to, completion of construction thereof (and all other improvements required to be completed by Landlord under the Lease) in accordance with applicable plans and specifications and within the time periods set forth in the Lease, and the payment by Landlord of any contribution towards work to be performed by Tenant under the Lease. Tenant is open for business; rent payments have commenced, and all tenant improvements in the Premises have been completed by Landlord and Tenant, as described in the Lease.

10. All obligations of Landlord under the Lease have been performed, and Landlord is not in default under the Lease. Tenant has no defense as to its obligations under the Lease and asserts no setoff, claim or counterclaim against Landlord under or with respect to the Lease.

11. No free periods of rent, tenant improvements, contributions or other concessions have been granted to Tenant; Landlord is not reimbursing Tenant or paying Tenant's rent obligations under any other lease; and Tenant has not advanced any funds for or on behalf of Landlord for which Tenant has a right of deduction from, or set off against, future rent payments.



12. Tenant is not in default under the Lease. Tenant has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Premises. Tenant is not insolvent and is able to pay its debts as they mature. Tenant has not declared bankruptcy or similar insolvency proceeding, and has no present intentions of doing so, no such proceeding has been commenced against Tenant seeking such relief, and Tenant has no knowledge that any such proceeding is threatened.

13. The Landlord is not in default under the Lease.

14. Tenant consents to the assignment of the Lease to Buyer or its assigns.

15. The information on Schedule I attached hereto is true and correct.

16. The person executing this Certificate is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

\_\_\_\_\_, 202\_\_.

TENANT:

\_\_\_\_\_  
an Illinois LLC/corporation,  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**

**TENANT CONTACT INFORMATION FORM**

**GENERAL CORRESPONDENCE CONTACT**

(The on-site "daily" contact, will be contacted for maintenance and general building related issues.)

Contact Name & Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ACCOUNTING CONTACT**

(The accounts payable contact person, for matters related to rent and/or invoice payments.)

Contact Name & Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EMERGENCY CONTACTS**

(These individuals will be contacted in the event of any business or after-hours building emergency. The contacts must be available 24 hours per day and will be asked to respond to emergencies affecting your business, i.e. security, fire, power failure, etc.)

Emergency Contact #1: \_\_\_\_\_ Day Phone #: \_\_\_\_\_

Pager #: \_\_\_\_\_ Other/Cell: \_\_\_\_\_

Evening/Weekend Phone #: \_\_\_\_\_

Emergency Contact #2: \_\_\_\_\_ Day Phone #: \_\_\_\_\_

Pager #: \_\_\_\_\_ Other #/Cell #: \_\_\_\_\_

Evening/Weekend Phone #: \_\_\_\_\_

**FIRE DEPARTMENT REQUIRED INFORMATION:**

What are your normal business days & hours? \_\_\_\_\_

How many people work or have a daily presence in your office? \_\_\_\_\_