
THE VILLAGE OF BLOOMINGDALE

DUPAGE COUNTY, ILLINOIS

ORDINANCE

NUMBER 2021-40

**AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF
A SHORT-TERM LEASE AGREEMENT
FOR THE PROPERTY COMMONLY REFERRED TO AS
112 W. LAKE STREET,
BLOOMINGDALE, ILLINOIS 60108**

FRANCO A. COLADIPIETRO, Village President
PAMELA S. HAGER, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Bloomingdale
on this the 11th day of October, 2021

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112 W. LAKE STREET,
BLOOMINGDALE, ILLINOIS 60108**

WHEREAS, the Village of Bloomingdale is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Bloomingdale (hereinafter referred to as "Village") presently owns various parcels of real estate throughout the village and is interested in leasing said parcels for specific periods in time pursuant to the village's redevelopment plans;

WHEREAS, the Village recognizes that the lease of real estate described herein will assist in the redevelopment of not only the subject real estate but promote the redevelopment of the surrounding area and adjacent parcels or real estate;

WHEREAS, the Village owns the parcel of real estate commonly referred to as,
112 W. Lake Street, Bloomingdale, Illinois, 60108,
and referred to in the Lease Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, and is desirous of leasing said real estate for a term not to exceed two years;

WHEREAS, the Village according to Illinois Compiled Statutes, 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, may approve pursuant to ordinance the lease of any municipal owned real estate;

WHEREAS, pursuant to the guidelines set forth within 65 ILCS 5/11-76-1 the corporate authorities may authorize the lease of real estate for a term not to exceed two years in any manner they deem appropriate; and

WHEREAS, in the opinion of the corporate authorities of the Village of Bloomingdale it is in the best interests of the Village to lease the real estate referred to herein, for a term not to

exceed two years, pursuant to the terms and conditions of the lease agreement which is attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, pursuant to its "Home Rule Powers" as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section Two – Approval of Lease Agreement

The Corporate Authorities of the Village of Bloomingdale hereby approve the Lease of Agreement for the real estate commonly referred to as 112 W. LAKE STREET, BLOOMINGDALE, ILLINOIS 60108 (hereinafter referred to as the "Subject Property"), substantially in the form attached hereto and made a part hereof as Exhibit A.

The Corporate Authorities further authorize and approve the lease of the Subject Property for a period not to exceed two years as set forth in Exhibit A.

Section Three - Authorization

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Lease Agreement, substantially in the form of such Lease Agreement which is attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Lease Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this ordinance and otherwise to

consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six – Exercise of Home Rule Powers

This ordinance represents the Village of Bloomingdale's exercise of its home rule powers to the extent that this ordinance preempts or conflicts with Illinois statute to the extent permitted under the Constitution of the State of Illinois.

Section Seven – Effective Date

This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All ordinances, parts of ordinances, resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this ordinance, which are hereby declared to be separable.

Section Eleven – Recording

This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

DECIDED pursuant to a roll call vote as follows:


| | YES | NO | ABSENT | PRESENT |
|---|----------|----------|----------|---------|
| Vince Ackerman | | | X | |
| William Belmonte | X | | | |
| Bill Bolen | X | | | |
| Frank Bucaro | X | | | |
| Patrick Shannon | X | | | |
| Judi Von Huben | X | | | |
| Franco A. Coladipietro (only if necessary) | | | | |
| TOTAL | 5 | 0 | 1 | |

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 11th day of October, 2021.



Franco A. Coladipietro,
Village President

ATTEST:



Pamela S. Hager,
Village Clerk

Exhibit A
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as “Lease”) is made and entered into on this the 1st day of _October, 2021, by and between the Village of Bloomingdale, a Illinois Municipal Corporation authorized to transact business in Illinois (hereinafter referred to as the “Landlord”), whose principal offices are located at 201 S. Bloomingdale Road, Bloomingdale, Illinois, 60108 and D’s Sweet Treats whose principal offices are located at 112 W Lake Street, Bloomingdale, Illinois, 60108 (hereinafter referred to as “Tenant”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Landlord, in consideration of the rents and covenants hereinafter set forth, does hereby lease and let unto Tenant, and Tenant does hereby hire and take from Landlord, the Premises (as defined in this Agreement) in the building located at 112 W. Lake Street, Bloomingdale, Illinois, 60108 (hereinafter referred to as the “Premises” or “Building”);

WHEREAS, Landlord and Tenant acknowledge and agree that, for purposes of this Lease, the Premises are comprised of the entire space of the first floor of the Building representing approximately 510 square feet;

WHEREAS, Tenant hereby accepts this Lease and the Premises on the covenants and conditions set forth herein and subject to any encumbrances, covenants, conditions, restrictions, and other matters of record and all applicable zoning, municipal, county, State, and federal laws, ordinances, and regulations, from time to time governing and regulating the Premises and the use thereof.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree, to have and to hold the same, without any liability or obligation on the part of Landlord to make any alterations, improvements, or repairs of any kind on or about the Premises, except as expressly provided herein, commencing October 1, 2021 (hereinafter referred to as the “Commencement Date”) and ending September 30, 2023 as follows:

Section One — Rent

In consideration of the leasing aforesaid, Tenant agrees to pay to Landlord, 201 S. Bloomingdale Road, Bloomingdale, Illinois, 60108 or at such other place as Landlord from time to time may designate in writing, the following rent:

See Attached EXHIBIT 1 (RENT).

In addition, to the rent described herein Tenant shall be responsible for the payment of any and all real estate taxes assessed to the entire property. Tenant shall be responsible for all utilities that are present on the Premises. “Utilities” include gas, heat, electrical, water, sewer, telephone, and cable or internet service supplied to the Premises during the term of the Lease. The Parties agree that the Landlord shall not be responsible for any interruption of said utility services. If said Utilities are not paid when due, Landlord shall have the right to pay the Utility bills which amounts so paid together with any sums paid by Landlord to keep the Premises in a good and safe condition are declared to be so much additional rent and payable with the installment of rent next due thereafter.

Options – monthly rent shall be determined by Landlord at Landlord’s sole discretion unless set forth in Exhibit 1.

Section Two - Intentionally Left Blank

Section Three - Insurance

3.1. Tenant’s Casualty Insurance Obligations. Tenant will be solely responsible for determining the amounts and scope of insurance coverage, if any, Tenant deems necessary in connection with the insuring of its office and educational program equipment, furniture, fixtures, and personal property (including also property under the care, custody, or control of Tenant) that may be located in, on, or about the Premises against

- a) loss or damage by fire; and
- b) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant’s office and educational program equipment, furniture, fixtures, personal property, and business located in a building similar in construction, general location, use, occupancy, and design to the Building and the Premises, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, and such other coverage as Tenant may deem appropriate or necessary.

Tenant agrees that, to the extent Tenant maintains any such insurance coverage, such policy or policies of insurance will permit release of liability as provided herein and/or waiver of subrogation clauses as to Landlord. Tenant waives, releases, and discharges Landlord, and its agents, employees, servants, and contractors, from all claims or demands whatsoever that Tenant may have or acquire arising out of damage to or destruction of the office and educational program equipment, furniture, fixtures, personal property, or loss of use thereof, occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Landlord, or its agents, employees, servants, contractors, or otherwise, and Tenant agrees to look to Tenant’s insurance coverage only in the event of such loss.

3.2. Tenant’s Liability Insurance Obligations. Tenant will, at Tenant’s sole cost and expense, but for the mutual benefit of Landlord, Landlord’s members, Landlord’s managing agent, any Mortgagee or other party reasonably requested by Landlord, and Tenant, maintain commercial general liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Premises, such insurance to afford protection to Landlord, Landlord’s members, Landlord’s managing agent, any Mortgagee or other party reasonably requested by Landlord, and Tenant to the limit of not less than \$[2] million in respect to the injury or death to a single person, and to the limit of not less than \$[3] million in respect to any one accident, and to the limit of not less than \$[500,000] in respect to any property damage. All of Tenant’s insurance will be written by companies rated at least A-VII by A.M. Best Company and otherwise reasonably satisfactory to Landlord, and with deductibles reasonably satisfactory to Landlord, and will name Landlord, Landlord’s members, Landlord’s managing agent, any Mortgagee, or other party reasonably requested by Landlord as additional insureds thereunder. Tenant will deliver a certified copy of each policy, or other evidence of insurance reasonably satisfactory to Landlord, (a) on or before

the Commencement Date (and prior to any earlier occupancy by Tenant), (b) not later than 14 days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 (or equivalent) certificate and will attach or cause to be attached to the certificate copies of the endorsements required under this section (including, without limitation, the "additional insured" endorsement). Tenant's insurance must permit waiver of subrogation as provided hereunder. The coverage provided by Tenant's insurance will be deemed primary to any liability coverage secured by Landlord. Such insurance will also afford coverage for all claims based on acts, omissions, injury, or damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a "per location" basis. Notwithstanding the foregoing or any other term or provision of this Lease, Landlord acknowledges and agrees that Tenant's current insurance carrier, is and shall be acceptable to Landlord for purposes of this Lease.

3.3. Tenant's Indemnification of Landlord. Tenant agrees to indemnify, protect, defend, and hold Landlord and Landlord's directors, shareholders, members, agents, employees, servants, lenders, and managing agents harmless from and against any and all claims, costs, expenses, liabilities, actions, and damages, including, without limitation, attorneys' fees and costs on behalf of any person or persons, firm or firms, corporation or corporations, arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act or negligence on the part of Tenant, or its agents, employees, servants, customers, business invitees, or contractors, or arising from any accident, injury, or damage to the extent caused by Tenant, or its agents, employees, servants, customers, business invitees, or contractors, to any person, firm, or corporation, occurring during the Term or any renewal thereof, in or about the Premises. In case any action or proceeding be brought against Landlord or its directors, shareholders, members, agents, employees, servants, lenders, or managing agents by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. Notwithstanding the foregoing or any other term or provision of this Lease, in the event such claim is covered by insurance, then Tenant's liability hereunder shall be limited to the amount of insurance recovery.

3.4. Tenant's Waiver. Tenant agrees, to the extent not expressly prohibited by law, that Landlord, and its agents, employees, servants, and contractors, will not be liable, and Tenant waives all claims, for damage to property and business sustained during the Term by Tenant occurring in or about the Premises, resulting directly or indirectly from any existing or future condition, defect, matter, or thing in the Premises, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Landlord, or its agents, employees, servants, or contractors, or any tenant or occupant of the Premises or any other person. This Section will apply especially but not exclusively to damage caused by the aforesaid or by the flooding of basements or other subsurface areas, or by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and will apply equally, whether any such damage results from the act or omission, and whether such damage is caused by or results from any of the aforesaid, or will be caused by or result from other circumstances of a similar or dissimilar nature. Notwithstanding the foregoing or any other term or provision of this Lease, Tenant does not waive claims against Landlord or any other party for negligence or intentional acts.

3.5. Tenant's Property. All property in the Premises or on the Premises belonging to Tenant, or its agents, employees, or invitees, or otherwise located at the Premises, will be at the risk of Tenant only. Landlord will not be liable for damage thereto or theft, misappropriation, or loss thereof, and Tenant agrees to defend and hold Landlord, and its agents, employees, and servants, harmless and indemnify them against claims and liability for injuries to such property.

3.6. Tenant's Failure To Insure. In the event, after 10 days' written notice, Tenant fails to provide Landlord with evidence of insurance required under this section, Landlord may, but will not be obligated to, without further demand on Tenant, and without waiving or releasing Tenant from any obligation contained in this Lease, effect such insurance, upon terms substantially as favorable as those Tenant would obtain from its usual and customary insurance brokers and carriers. Tenant agrees to repay, upon demand, all sums reasonably incurred by Landlord in effecting such insurance.

3.7. Waiver of Subrogation. In addition to the foregoing provisions of this section, and anything in such provisions to the contrary notwithstanding, (a) all policies of fire, extended coverage, or similar casualty insurance, or comprehensive general liability insurance, which either party obtains for the Premises, will include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss; and (b) Landlord and Tenant hereby waive any rights of recovery, claim, action, or cause of action against the other for injury or loss (including, without limitation, injury or loss caused by the negligence or willful misconduct of the other party) by reason of any cause required to be insured against hereunder, which waiver the parties agree will be effective for purposes of the endorsement referred to in this Section 3.7.

Section Four - Certain Rights Reserved By Landlord

Section 4.1. Rights Reserved by Landlord. Landlord reserves the following rights, exercisable without notice and without liability to Tenant, and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for setoff or abatement of Rent:

- a) Control Signage. Subject to the terms contained within the lease hereof, to control, install, affix, and maintain any and all signs on the Building, or on the exterior of the Premises, and in any common corridors, entrances, and other common areas thereof.
- b) Restrict Services. To reasonably designate, limit, restrict, and control any service in or to the Premises, including, without limitation, the designation of sources from which Tenant may obtain sign painting and lettering. Any restriction, designation, limitation, or control imposed by reason of this subparagraph will be imposed uniformly on Tenant and other tenants occupying space in the Building.
- c) Retain Keys. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises (except for keys to dock doors which will not be retained by Landlord until termination or expiration of this Lease). Except with respect to dock doors as provided above, no locks will be changed without the prior written consent of Landlord, and keys to any and all new locks will be immediately

delivered to Landlord. This provision will not apply to Tenant's safes, or other areas maintained by Tenant for the safety and security of moneys, securities, negotiable instruments or similar items, or for any confidential business or educational records.

- d) **Make Repairs.** To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Premises, or any part thereof, and for such purposes to enter upon the Premises, and during the continuation of any of such work, to temporarily close doors, entryways, public spaces, and corridors in the Premises and to interrupt or temporarily suspend services and facilities.
- e) **Regulate Heavy Equipment.** To approve the floor loading and floor anchoring characteristics of racks and other heavy equipment and articles in and about the Premises and the Premises and to require all such items to be moved into and out of the Premises and the Premises only at such times and in such manner as Landlord will direct in writing.

4.2. **Emergency Entry.** Landlord and its agents may enter the Premises at any time in case of emergency and will have the right to use any and all means that Landlord may deem proper to open such doors during an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord in the event of an emergency will not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or to be an eviction of Tenant from the Premises or any portion thereof.

4.3. **Exhibition of Premises.** Tenant will permit Landlord and its agents, upon reasonable advance notice, to enter and pass through the Premises or any part thereof at reasonable times during normal business hours to (a) post notices of non-responsibility; (b) exhibit the Premises to holders of encumbrances on the interest of Landlord under the Lease and to prospective purchasers, mortgagees, or tenants of the Premises; and (c) during the period of [4] months prior to the expiration of the Term, exhibit the Premises to prospective tenants thereof. If during the last month of the Term, Tenant will have removed substantially all of Tenant's property and personnel from the Premises and is no longer conducting business or classes or other educational programs at the Premises, then Landlord may enter the Premises and repair, alter, and redecorate the same, without abatement of Rent and without liability to Tenant, and such acts will have no effect on this Lease.

4.4. **Right of Landlord to Perform.** All covenants and agreements to be performed by Tenant under any of the terms of this Lease will be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant will fail to pay any sum of money (other than Rent due Landlord) required to be paid by it hereunder or will fail to perform any other act on its part to be performed hereunder, including, without limitation, the failure to commence and complete repairs promptly and adequately, and the failure to remove any liens or otherwise to perform any act or fulfill any obligation required of Tenant under this Lease, Landlord may, after [5] days' written notice (or such shorter notice period as Landlord may reasonably determine in the event of an emergency), but will not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs, together with an administrative charge in the amount of [5] percent of any costs incurred by Landlord, and interest thereon at the Interest Rate accruing from the date paid or incurred by Landlord until reimbursed to Landlord by Tenant, will be payable to Landlord by Tenant as Rent on demand, and Tenant covenants to pay all such sums. Landlord will

have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of Tenant's nonpayment of such sums, as in the case of default by Tenant in the payment of Rent to Landlord.

Section Five – Alterations or Improvements

5.1. Mechanics Liens. Tenant will keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event Tenant elects to contest any mechanics liens, Tenant will indemnify, protect, defend, and hold Landlord harmless from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by or at the direction of Tenant. In the event that Tenant does not, within [15] days following the imposition of any such lien, either cause such lien to be insured over in a manner reasonably acceptable to Landlord and to any Mortgagee or released of record by payment or by postponing a proper bond, Landlord will have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it will deem proper, including payment of and/or defense against the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including attorneys' fees and costs, will be payable as Additional Rent to Landlord by Tenant on demand, with interest at the Interest Rate accruing from the date paid or incurred by Landlord until reimbursed to Landlord by Tenant.

5.2. Alterations a Part of the Premises. Any additions to, or alterations of, the Premises, except as specified in Tenant's notice to Landlord or that constitute Tenant's trade fixtures or storage racks, will become at once a part of the Premises and belong to Landlord without compensation to Tenant.

Section Six –Repairs, Maintenance and Replacement

6.1. Tenant's Repair Obligations. Tenant will, during the Term, at Tenant's sole expense, keep the Premises in good order, condition, and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and insured damage from fire and other casualties excepted. Tenant shall be responsible at Tenant's sole cost for the repair, maintenance and/or replacement of any and all systems which may include but not be limited to electrical, plumbing and HVAC systems.

6.2. Landlord's Inspection. Landlord, or its employees or agents, will have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same. However, nothing contained herein will be construed as imposing any obligation on Landlord to make any repairs, alterations, or improvements that are the obligation of Tenant.

6.3. Joint Inspection upon Vacation. Tenant will give written notice to Landlord at least [30] days prior to vacating the Premises, for the express purpose of arranging a meeting with Landlord for a joint inspection of the Premises. In the event of Tenant's failure to give such notice and arrange such joint inspection, Landlord shall notify Tenant at least twenty-four (24) hours in advance of the date and time Landlord will undertake such inspection. Any such inspection shall take place during a weekday during normal business hours.

6.4. Common Areas. Tenant shall be responsible at Tenant's sole cost for the repair, maintenance and replacement of the property common areas which shall include but not be limited to grass cutting, landscaping and snow removal.

Section Seven - Assignment and Subletting

Tenant will not, without the prior written consent of Landlord, (i) transfer, pledge, mortgage, or assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by voluntary act, operation of law, or otherwise; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises by any parties other than Tenant, its agents, and employees.

Section Eight - Surrender of Premises

8.1. Surrender of Possession. On the last day of the Term, or on the sooner termination thereof, Tenant will peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided. On or before the last day of the Term, or the date of sooner termination hereof, Tenant will, at its sole cost and expense, remove all of its property and trade fixtures and equipment from the Premises, and all property not removed will be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all abandoned property of Tenant from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant. Landlord will not be liable for damage, theft, misappropriation or loss thereof, and Landlord will not be liable in any manner in respect thereto. Tenant will pay all costs and expenses of such removal, transportation, and storage. Tenant will leave the Premises in good order, condition, and repair, reasonable wear and tear, and insured damage from fire and other casualty excepted. Tenant will reimburse Landlord upon demand for any expenses incurred by Landlord with respect to removal, transportation, or storage of abandoned property and with respect to restoring such Premises to good order, condition, and repair if such restoration is caused from Tenant's negligence and is not a result of ordinary and reasonable wear and tear. Tenant is not responsible for any demolition. All alterations, additions, and fixtures, other than Tenant's trade fixtures and equipment that have been made or installed by either Landlord or Tenant on the Premises, will remain the property of Landlord and will be surrendered with the Premises as a part thereof. If the Premises are not surrendered at the end of the term or sooner termination thereof, Tenant will indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding tenants founded on such delay and any attorneys' fees resulting therefrom. Tenant will promptly surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and will inform Landlord of combinations on any vaults, locks, and safes left on the Premises.

8.2. Tenant Retaining Possession. In the event Tenant remains in possession of the Premises after expiration of this Lease, and without the execution of a new lease, but with Landlord's written consent, Tenant will be deemed to be occupying the Premises as a tenant from month to month, subject to all the provisions, conditions, and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy; provided, however, that the monthly Rent will be escalated to an amount set by Landlord at Landlord's sole discretion. In the event Tenant remains in possession of the Premises after expiration of this Lease, without the execution of a new lease and without Landlord's written consent, Tenant will be deemed to be occupying the Premises without claim of right, and Tenant will pay Landlord for all costs arising out of loss or liability resulting from delay by Tenant in so surrendering the Premises as above provided and will

pay as a charge for each day of occupancy, an amount equal to [125] percent (One Hundred Twenty Five percent) of the Rent (on a pro-rated daily basis) according to Landlord's then current rate schedule for prospective tenants in the Premises.

Section Nine - Termination and Option to Extend

9.1 Termination. Landlord, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least 90 days' prior written notice to the Tenant. Tenant must vacate the leased Premises when the Lease expires or otherwise terminates. Tenant covenants and agrees to pay rent until the termination date after the notice to cancel this Lease agreement.

9.2 Option to Extend. Tenant shall have one (1) separate option to extend this Lease. Said option, if elected, shall extend the Term then in effect by two (2) years. The option, if elected by Tenant, must be elected in a writing delivered to Landlord no later than ninety (90) days prior to the expiration of the current Term. If elected all terms and conditions set forth in this Lease shall continue and remain applicable for the extended Term except for the monthly rent in the last two option periods which shall be determined by Landlord and Tenant employing an independent third party appraiser to determine the then existing market rate for the property. The rent on the first option period shall be in accordance with Exhibit 1, attached hereto.

Section Ten - Miscellaneous

10.1. Memorandum of Lease. No memorandum of this Lease may be recorded by Tenant without the prior written consent of Landlord.

10.2. Joint and Several Liability. All parties signing this Lease as Tenant will be jointly and severally liable for all obligations of Tenant.

10.3. Notices. All notices, demands, and requests will be in writing, and will be effectively served by forwarding such notice, demand, or request by certified or registered mail, postage prepaid, or by commercial overnight courier service addressed as follows:

If addressed to Tenant:

D's Sweet Treats
Attn.
112 W Lake Street
Bloomington, Illinois 60108

If addressed to Landlord:

Village of Bloomington
201 S. Bloomington Road
Bloomington, IL 60108
Attn: Village Administrator

With a copy to:

Village of Bloomingdale
201 S. Bloomingdale Road
Bloomingdale, IL 60108
Attn: Village Attorney

or at such other address as Landlord and Tenant may hereafter designate by written notice. The effective date of all notices will be the time of mailing such notice or the date of delivery to a commercial overnight courier service.

10.4. Successors and Assigns. The covenants and agreements herein contained will bind and inure to the benefit of the Landlord, its successors and assigns, and Tenant and its permitted successors and assigns.

10.5. Severability. If any term or provision of this Lease will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law. This Lease will be construed and enforced in accordance with the laws of the state in which the Premises are located.

10.6. No Abandonment or Waste. Tenant covenants not to do or suffer any waste or damage or disfigurement or injury to the Premises or Premises.

10.7. Transfers by Landlord. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned will be limited to mean and include only the owner or owners of the Premises at the time in question, and in the event of any transfer or transfers or conveyances the then grantor will be automatically freed and released from all personal liability accruing from and after the date of such transfer or conveyance as respects the performance of any covenant or obligation on the part of Landlord contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord will be binding on the Landlord, its successors and assigns, only during and in respect to their respective successive periods of ownership.

In the event of a sale or conveyance by Landlord of the Premises or any part of the Premises, the same will operate to release Landlord from any future liability (but not any liability then existing) upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease will not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which will be personally obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

Furthermore, Landlord agrees to give Tenant a first right of refusal to purchase the property. In the event Landlord elects to sell the property, Tenant shall be given written notice of the accepted offer and shall be given 21 days, from receipt of Landlord's notice, to either match Landlord's existing offer on the property or permit Landlord to proceed with the sale of the property.

10.8. Headings. The marginal or topical headings of the several articles and sections are for convenience only and do not define, limit, or construe the contents of such articles and sections.

10.9. Written Agreement. All preliminary negotiations are merged into and incorporated in this Lease.

10.10. Modifications or Amendments. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto. No receipt of money by Landlord from Tenant or any other person after termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Premises will reinstate, continue, or extend the Term or affect any such notice, demand, or suit, or imply consent for any action for which Landlord's consent is required, unless specifically agreed to in writing by Landlord. Any amounts received by Landlord may be allocated to any specific amounts due from Tenant to Landlord as Landlord determines.

10.11. Compliance with Laws and Recorded Covenants. Tenant will not use the Premises or permit anything to be done in or about the Premises that will, in any way, conflict with any law, statute, ordinance, or governmental rule or regulation now in force or that may hereafter be enacted or promulgated. Tenant will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules and regulations now in force or that may hereafter be in force, and with the requirements of any fire insurance underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use, or occupancy of the Premises. Tenant will use the Premises and comply with any recorded covenants, conditions, and restrictions affecting the Premises as of the commencement of the Lease or that are recorded during the Term.

10.12. Tenant Obligations Survive Termination. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term will survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations concerning the Premises.

10.13. Tenant Authorization. Tenant will furnish to Landlord, promptly upon demand, a corporate resolution or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.

10.14. No Partnership or Joint Venture. This Lease will not be deemed or construed to create or establish any relationship or partnership or joint venture or similar relationship or arrangement between Landlord and Tenant hereunder.

10.15. Prohibited Signs. Tenant will not place, or permit to be placed or maintained, on any exterior door, wall, or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door, or that can be seen through the glass, of the Premises except as specifically approved in writing by Landlord. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or thing as may be approved, in good condition and repair at all times. Tenant agrees at Tenant's sole cost that any Tenant sign will be maintained in strict conformance with Landlord's sign criteria, if any, as to design, material, color, location, size, letter style, and method of installation.

Section 10.16. Governing Law. This Lease is governed by, and must be interpreted under, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:

Village of Bloomingdale

Village President

Attest:

Pala S. Hogg

Village Clerk

Tenant:

D's Sweet Treats

Wendy Torres

[Signature]

By: *[Signature]*

Its: *Village President*



Exhibit 1

Rent Schedule

| | |
|--------|--------------------|
| Year 1 | \$750.00 per month |
| Year 2 | \$765.00 per month |

Option (2 years)

| | |
|--------|--------------------|
| Year 3 | \$780.00 per month |
| Year 4 | \$795.00 per month |