

**LEASE AGREEMENT WITH GIGI'S SWEETS LLC AT 90 GATEWAY
TRANSPORTATION CENTER SNACK BAR**

THIS LEASE AGREEMENT ("Lease") has been executed on the date set forth below immediately prior to the parties' signatures, but is made effective _____, **2026**, and is by and between the CITY OF JOLIET, an Illinois municipal corporation ("Landlord"), and GIGI'S SWEETS LLC, an Illinois limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Gateway Transportation Center, located at 90 E. Jefferson Street, Joliet, Illinois 60432 (PIN: 30-07-10-335-013-0000) (the "Premises"), is owned by the City of Joliet ("Landlord"); and

WHEREAS, Gigi's Sweets LLC (the "Tenant") wishes to lease from Landlord, and Landlord wishes to lease to Tenant, that certain portion of the Premises specifically described on the attached Exhibit A (the "Leased Premises"), and commonly known as the Snack Bar at Joliet Gateway Transportation Center, all in accordance with the terms and conditions set forth in this Lease; and

WHEREAS, Tenant has requested to extend the term of the original lease agreement for the continued operation of the Snack Bar at the Premises, which was approved on May 2, 2023, Resolution No. 7860; and

WHEREAS, the Landlord and Tenant desire to modify the term and payment structure of the Lease under the terms and conditions set forth herein;

WHEREAS, the Mayor and City Council have determined that it is in the City's best interest to enter into a modified Lease Agreement with Gigi's Sweets LLC; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, Landlord and Tenant hereby agree as follows:

1. **Leased Premises and Use.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises described in Exhibit A attached hereto. The Leased Premises shall continue to be used to provide food, candy, pastries, popcorn, and non-alcoholic beverages to commuters and visitors of the Gateway Transportation Center. Tenant shall not use or allow the Leased Premises to be used for any unlawful purpose or for any purpose other than as specified herein, including the operation of a sexually oriented business as defined by the ordinances of the Landlord. Tenant shall not install or otherwise permit video or arcade games within the Leased Premises. Tenant shall be required to maintain hours of operation during peak boarding hours of the Metra and Amtrak schedules, as mutually agreed upon by Landlord and Tenant.

2. **Common Area Maintenance and Control.** Landlord reserves the right at all times to determine the nature and extent of all Common Areas as described in ***Exhibit B*** and shall have exclusive control and management thereof. Landlord reserves the right to use, permit or deny the use of the Common Areas for any purpose, which the Landlord's sole opinion may be in the best interests of the Joliet Gateway Transportation Center, including, without limitation, promotions, events, exhibits, displays, shows, and other activities.

3. **Term.**

- a. **Extended Term** The extended term of this Lease ("Extended Term") shall be for one (1) year, commencing on _____, **2026** and shall terminate on _____, **2026**, unless earlier terminated as provided herein.
- b. **Renewal Options** Tenant shall have two (2) additional one (1) year options to renew this Lease, contingent upon the mutual written agreement of both Landlord and Tenant.

In the event Tenant wishes to renew this Lease, Tenant shall notify Landlord in writing no less than ninety (90) days prior to the expiration of the then-current term. Any renewal shall require approval by both parties and shall not become effective unless confirmed in writing.

4. **Rent.**

- a. **Extended Rent** During the Extended Term of this Lease, Tenant shall pay rent to Landlord each month in accordance with the following schedule:
- i. Year 2026 – \$242.50 per month + \$50.00 internet fee.
 - ii. Year 2027 – \$291.00 per month + \$50.00 internet fee.
 - iii. Year 2028 – \$339.50 per month + \$50.00 internet fee.
- All rent payments shall be due on the first (1st) day of each month.
- b. **Payment of Rent** Any and all amounts payable under this Lease to Landlord shall be paid to Landlord at the address set forth herein below, or such other address as Landlord may designate by written notice to Tenant.
- c. **Late Payments** Any Rent not paid when due shall accrue interest from the due date at the rate of one and one-half percent (1.5%) per month until payment is received by Landlord.
- d. Upon request, either party by mutual agreement can request to renegotiate the rental terms at any time. The City Manager or their designee shall have the authority to renegotiate the lease on behalf of the City.

5. **Improvements.** Unless otherwise agreed between Landlord and Tenant, the improvements and equipment in place, as of the date of this lease, shall remain in the Leased Premises upon the expiration of the Term and shall remain the property of the Landlord at that time. Tenant makes no representations or warranties as to what the condition or functionality of such equipment will be at the end of the Term. Landlord hereby agrees to accept all such equipment at the end of the Term AS-IS, WHERE-IS AND WITH ALL FAULTS, subject to paragraph 17.
6. **Utilities.** Landlord shall pay for all gas, water, electricity, and garbage service to the Leased Premises. Tenant's only utility-related obligation shall be payment of a Fifty Dollars (\$50.00) per month Wi-Fi/internet fee.
7. **Repairs and Maintenance.** Landlord shall be solely responsible for the maintenance and repair of the Leased Premises; provided however, Tenant shall be responsible for cleaning the Leased Premises and keeping the Leased Premises in a clean and sanitary condition, and collecting and disposing of rubbish and waste materials generated by its operations in one of the main trash bins (located in the trash bin room adjacent to the Premises). The Landlord is responsible for having the main trash bins emptied at no additional costs to the Tenant. Landlord may enter the Leased Premises at commercially reasonable times upon prior notice for the purpose of making such repair or alterations therein as it shall deem necessary for the safety, preservation or improvement of the Leased Premises; provided however, when practicable Landlord shall give Tenant at least thirty (30) days prior written notice before entering the Leased Premises to make any planned repairs or alterations that would impose upon Tenant's business and shall coordinate such repairs with Tenant so as to minimize the effect of such repairs on Tenant's business.

In the event of a Landlord obligation pursuant to an emergency and notice to Landlord is not practicable under the circumstances, Tenant may perform such Landlord obligation at Landlord's cost and expense. Upon receipt of invoice by Landlord from Tenant for said cost and expense, Landlord shall promptly reimburse Tenant.

8. **Termination.** Either party may terminate this Lease upon thirty (30) days prior written notice to the other party.

Upon termination, Tenant shall surrender the Leased Premises in broom-clean condition, reasonable wear and tear excepted.

9. **Payment of Taxes and Other Expenses.** Tenant shall be solely responsible for all taxes, fees, and assessments associated with Tenant's business, operations, and personal property. The parties acknowledge that Tenant shall not be responsible for payment of property taxes or assessments related to the Leased Premises or the underlying real property.

10. **Compliance with Applicable Laws and Insurance.** Tenant shall, at its own cost and expense, at all times conduct its operations on the Leased Premises in full compliance with all applicable laws, codes, orders, regulations, rules, ordinances and requirements of all city, county, state and federal governmental units, and of each of them, and of any and all of its or their departments, bureaus or officials, and of the Board of Fire Underwriters where the Leased Premises are situated, whether the same now are in force, or those that may, at any time in the future, be passed, enacted or directed. Tenant shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the buildings and improvements on the Leased Premises and the equipment and other contents therein.

a) **Insurance** Tenant shall procure and maintain, at its own cost and expense, commercial general liability insurance, written on an occurrence basis, insuring against claims for bodily and personal injury, death and property damage occurring in connection with the use and occupancy of the Leased Premises by Tenant. Such insurance shall afford a limit of at least \$1,000,000 for each occurrence and at least \$2,000,000 general aggregate, and at least \$1,000,000 for each occurrence for personal and advertising injury. Tenant shall procure and maintain, at its own cost and expense, Workers Compensation and Employers' Liability insurance in accordance with statutory limits and, in the event Tenant secures a liquor license, Liquor Liability insurance providing coverage of at least \$500,000 per occurrence. All of the foregoing policies shall name Landlord as an additional insured including a provision of legal representation in the defense of claims asserted against the City of Joliet. The certificate shall read: *Lease of Joliet Gateway Transportation Center Snack Bar - The City of Joliet, and its officers and employees, are hereby named as Additional Insured.* Lessee shall deliver to Landlord copies of the original insurance policies (or certificates thereof) together with satisfactory evidence of payment of the premiums thereon within fifteen (15) days of any demand for such documents by Landlord.

b) Neither Landlord nor Tenant shall be liable or responsible for, and each party hereby releases the other from, any and all liability to the other and any person claiming by, through or under the other, by way of subrogation or otherwise, for any injury, loss, damage or destruction to any person or any or all property to the extent covered by insurance carried hereunder, whether or not caused by acts or negligence of the aforementioned persons

11. **Compliance with Laws.** Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes, rules, and regulations relating to the operation of the business conducted at the Leased Premises.

12. **Indemnification.**

- a. Except for any damage arising from the negligence or willful acts of Landlord, Tenant shall indemnify, defend and hold harmless Landlord and its elected officials, managers, employees, agents, attorneys and representatives, from and against any and all suits, claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, suffered or incurred by any of them which arise from any of the following: (i) any condition that is the responsibility of Tenant within the Leased Premises; (ii) any accident, injury or damage whatsoever caused to any person, firm, corporation or other entity occurring during the Term of this Lease within the Leased Premises or arising out of or relating to Tenant's equipment, fixtures, machinery, furniture, inventory, personal property, or any other property owned, installed, maintained, operated or controlled by Tenant within the Leased Premises; (iii) any failure by Tenant to comply with all federal, state and local laws, statutes, ordinances and regulations now and hereafter in force. At Landlord's request, Tenant shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with any of the foregoing. Landlord may, at its sole cost and expense, join in such defense with counsel of its choice.
- b. Except for any damage arising from the negligence or willful acts of Tenant, Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, shareholders, employees, agents and representatives, from and against any and all suits, claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, suffered or incurred by any of them which arise from any of the following: (i) any condition that is the responsibility of Landlord within the Leased Premises and any condition in or upon the Premises; (ii) any breach or default on the part of Landlord in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease; (iii) any accident, injury or damage whatsoever caused to any person, firm or corporation or other entity occurring during the Term of this Lease within the Premises (excluding the Leased Premises) or caused by any negligently maintained equipment, fixtures, machinery, or structural features that are the responsibility of Landlord within the Leased Premises; or (iv) any failure by Landlord to comply with all federal, state and local laws, statutes, ordinances and regulations now and hereafter in force. At Tenant's request, Landlord shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with any of the foregoing. Tenant may, at its sole cost and expense, join in such defense with counsel of its choice.

13. **Alterations.** Tenant may, from time to time, at its own cost and expense, make such alterations, improvements, or additions (collectively, the "Alterations"), in, of or to the Leased Premises as Tenant deems necessary or desirable, with the prior consent of Landlord, which consent shall not be unreasonably withheld or delayed. As a condition to Landlord's consent hereunder: (i) Tenant shall submit to Landlord detailed plans and specifications for such Alterations, and (ii) Landlord may review any written construction agreement with the general contractor which Tenant proposes to execute (or, if no general contractor will be used, a copy of each proposed written agreement with the various subcontractors). Tenant shall, at its own expense, obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Alterations. Tenant shall pay promptly for all Alterations made in and upon the Leased Premises by or on behalf of Tenant. All such Alterations shall be deemed to constitute a part of the Leased Premises and shall be and remain the exclusive property of Landlord, excepting such trade fixtures that are susceptible to removal without damage or injury to the Leased Premises.
14. **Leins Not Permitted.** Tenant shall not at any time suffer or permit the attachment to the Leased Premises of any lien. In the event any lien attaches to the Leased Premises as a result of any act or omission of Tenant and is not discharged or released, Landlord shall have the right, at Landlord's option, of paying the same or any portion thereof, upon notice to Tenant, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately upon demand. Alternatively, Tenant may contest the lien at its sole cost and expense.
15. **Damage or Destruction.** In the event of damage to or destruction of the Premises by fire or other casualty during the Term of this Lease, regardless of the extent of such damage or destruction, Landlord may, but is not required to, make repairs or reconstruction of the improvements so damaged or destroyed to a substantially equivalent condition and state prior to such damage or destruction. In the event Landlord shall elect not to commence such repairs or reconstruction within forty-five (45) days of such damage or destruction, Tenant may terminate the Lease or renegotiate the terms of this Lease by giving written notice thereof to Landlord. Following such damage or destruction, the rent payable by Tenant hereunder shall proportionately abate with respect to that portion of the Leased Premises rendered untenable (computed on a pro rata basis of the damaged Leased Premises as it related to the whole) until such time as the repair or reconstruction is completed, and the Leased Premises have been restored to a tenantable condition. Notwithstanding the foregoing, if any such damage or destruction is the result of Tenant's or any of Tenant's employees', agents', or invitees' negligence, (i) Tenant shall make such repairs or reconstruction to restore the Leased Premises to its condition prior to such

damage or destruction at its own cost and expense and (ii) rent during any period or periods of such repairs or reconstruction shall not abate.

16. **Hazardous Material.** Tenant shall keep and maintain the Leased Premises in compliance with and shall not cause or permit the Leased Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Leased Premises. Tenant shall not use, generate, manufacture, store, or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to as "Hazardous Materials").

17. **Taking of Leased Premises.**

- a. In the event of a taking by eminent domain or condemnation, or by any exercise of the right of any competent authority, or by agreement between Landlord and those having the authority to exercise such right (hereinafter referred to as a "Taking") of the entire Leased Premises, then: (i) this Lease and the Term hereof shall terminate as of the date of vesting of title or transfer of possession, whichever occurs earlier, as a result of the Taking; and (ii) rent at the then-current rate shall be apportioned as of the date of such termination.
- b. Notwithstanding the provisions of Section 15(a) above, in the event any proceeding shall be instituted for a Taking of any part of the Leased Premises, either party hereto shall have the right to terminate this Lease upon not less than ninety (90) days prior written notice to the other party, in which event rent at the then-current rate shall be apportioned as of the date of such termination. In the event that either party does not exercise its right to terminate this Lease pursuant to the preceding sentence, and in the event that after such Taking, the Leased Premises shall be tenantable and usable for the purposes set forth hereinabove, then the Term of this Lease shall continue in effect; provided, however, Tenant shall receive a proportionate reduction from its rental obligations hereunder corresponding to the portion of the Leased Premises of which Tenant shall have been deprived.

18. **Tenant Default.**

- a. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
 - i. the failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when

- due and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant; or
- ii. the failure by Tenant to observe or perform any of the covenants, agreements or obligations to be observed or performed by Tenant hereunder, and such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure such default within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
 - b. Upon the occurrence of a default by Tenant hereunder, in addition to all other rights and remedies Landlord may have under this Lease, at law or in equity, Landlord shall have the right to terminate this Lease and re-enter and retake possession by summary proceedings, or otherwise, and Tenant shall thereupon be obligated to pay to Landlord as damages a sum of money equal to the cost of recovering the Leased Premises and reasonable attorneys' fees.

19. **Surrender by Tenant at End of Term.** Tenant shall, on the last day of the Term of this Lease or upon any termination of this Lease pursuant to the provisions hereof, or upon any other termination of this Lease, immediately surrender and vacate the Leased Premises and deliver possession of the Leased Premises into the possession and use of Landlord in broom-clean condition free of debris, without fraud or delay and in good order, condition, and repair (ordinary wear and tear excepted), free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Landlord, without any payment or allowance whatever by Landlord on account of or for any buildings and improvements erected or maintained on the Leased Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Upon the expiration or termination of this Lease for any reason, Tenant shall immediately remove from the Leased Premises all trade fixtures, office furniture, office equipment and personal property of Tenant at Tenant's sole expense and shall immediately repair any damage to the Leased Premises resulting from such removal and shall restore the Leased Premises to the same condition as existed prior to the installation thereof, subject only to reasonable use and natural wear. If Tenant fails to remove any trade fixtures, office furniture, office equipment or personal property from the Leased Premises which Tenant is required to remove prior to the expiration or earlier termination of the Term, such trade fixtures and personal property shall be conclusively presumed to have been abandoned by Tenant and title to such property shall pass to Landlord without any payment or credit, and Landlord may, at its option and at Tenant's expense, remove, store and/or dispose of such property.

20. **Holding Over.** If Tenant retains possession of the Leased Premises or any part thereof after the expiration or termination of the Term or Tenant's right of possession, whether by lapse of time or otherwise, then Tenant shall continue to pay to Landlord 200% of the Fixed Monthly Rent on a per diem basis for each day Tenant retains possession of the Leased Premises or any part thereof. In addition to such payment of rent and without limiting any other rights and remedies which Landlord may have on account of such holding over by Tenant, Tenant shall pay to Landlord all direct and consequential damages suffered by Landlord on account of such holding over by Tenant. The provisions of this Section shall not be deemed to limit or constitute a waiver of the right of Landlord to evict Tenant as provided in this Lease or at law.
21. **Fixtures, Machinery and Equipment.** All fixtures, machinery and equipment which are necessary to the general operation and maintenance of the Leased Premises (other than those which are not affixed or attached to the Leased Premises (e.g., lawn mowers) shall be the property of Landlord whether owned by Landlord at the commencement of the Term hereof, subsequently purchased or installed by Landlord, or purchased by Tenant in accordance with the provisions of this Lease. All lighting fixtures and heating and air conditioning equipment shall be considered necessary to the general operation and maintenance of the Leased Premises.
22. **Estoppel Certificates.** Tenant agrees at any time and from time to time, within ten (10) days of Landlord's request, to deliver to Landlord or such other person as Landlord may direct, a written statement, duly executed (i) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications, (ii) specifying the dates to which the rental and other charges have been paid, and (iii) stating whether or not, to the knowledge of the party executing such instrument, Landlord is in default and, if Landlord is in default, stating the nature of such default.
23. **Quiet Enjoyment.** Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights, easements, appurtenances, and privileges belonging or in any way appertaining thereto during the Term of this Lease. No other tenant of the Premises or the guests, customers and invitees of such tenants shall have access to the Leased Premises for ingress, egress or for any other purpose whatsoever. Subject to Landlord's right to access the space for maintenance and other purposes, as specified herein, Tenant shall have exclusive possession of the entirety of the Leased Premises. Notwithstanding same, Landlord and its authorized representatives may: (i) inspect the Leased Premises, (ii) exhibit the Leased Premises to current and prospective tenants, purchasers, lenders, insurers, governmental authorities, and brokers, (iii) place in and upon the Leased Premises or such other places as may be determined by the Landlord "For Rent" signs or notices if Tenant shall abandon or vacate the Leased Premises,

terminate the Lease, or at any time during the last 120 days of the Term and (iv) enter or permit entry to the Leased Premises in emergencies or for any other reasonable purpose, or for the purpose of exercising any other rights or remedies expressly granted or reserved to the Landlord under this Lease or applicable law.

Landlord reserves the right to lease any unleased portion of the Joliet Gateway Transportation Center to such other tenants as the Landlord, in the Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease. If the Landlord leases any portion of Joliet Gateway Transportation Center to a business that is principally engaged in food/beverage business at Joliet Gateway Transportation Center, Tenant shall have the right to terminate this Agreement. Tenant acknowledges that the Landlord has made no representations as to the presence of any specific tenant or number or types of tenants at Joliet Gateway Transportation Center as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants at Joliet Gateway Transportation Center. A vacation or abandonment of its premises or cessation of business in Joliet Gateway Transportation Center by any other tenant or occupant shall not release or excuse Tenant from obligations under any provision of this Lease.

The Landlord reserves the right, subject to consent from Tenant, which shall not be unreasonably withheld, to: (i) change the name of Joliet Gateway Transportation Center and the address or designation of the Premises, (ii) install, maintain, alter and remove signs on or about the exterior and interior of Joliet Gateway Transportation Center, (iii) add land, easements or other interests to or eliminate the same from the Joliet Gateway Transportation Center, and grant easements and other interests and right in Joliet Gateway Transportation Center to other parties, (iv) change the shape, size, location, design, or use of any surface parking, kiosks, parking areas, driveways, landscaped areas and other Common Areas, change the striping of parking areas and direction and flow of traffic, and convert Common Areas to leasable areas and leasable areas to Common Areas, (v) enclose any mall or other area, or remove any such enclosure, add structural support columns that may be required within the Leased Premises or Common Areas, (vi) in connection with the foregoing matters or with any other inspections, repairs, maintenance, improvements or alterations in or about Joliet Gateway Transportation Center or as a result of any casualty, incident, strike, condemnation, act of God, law or governmental requirement or request, or any other case, erect scaffolding, barricades, and other structures reasonably required in, or otherwise close, Common Areas or portions thereof, including but not limited to public entry ways and areas, restrooms, stairways, escalators, elevators and corridors.

24. **Landlord's Performance of Tenant's Covenants.** In the event Tenant shall at any time fail to perform any covenant or agreement of Tenant required under the provisions of this Lease, Landlord at its option, and in addition to any and all other rights and remedies of Landlord in such event, may (but shall not be required to) perform or cause the performance of Tenant's obligations hereunder, and all monies expended by Landlord in connection therewith shall be so much additional rental due from Tenant to Landlord and shall be payable by Tenant on demand by Landlord.

25. **Notices.** Any notices, consents, approvals, submissions, demands or other communications (collectively, the "Notices") which may be given or required under this Lease or pursuant to any laws or governmental regulation, shall be in writing and sent or delivered to the respective parties (i) by personal delivery (effective on delivery), (ii) by United States, registered or certified mail, return receipt requested, postage prepaid (effective two (2) business days after deposit), or (iii) by overnight delivery by a nationally recognized courier service (effective on the next business day), at the following address of the respective parties:

If to Landlord: City of Joliet
 Attn: City Manager
 150 W. Jefferson St.
 Joliet, IL 60432

With a copy to: City of Joliet
 Attn: Economic Development
 150 W. Jefferson St.
 Joliet, IL 60432

If Tenant: GiGi's Sweets, LLC
 Attn: Legal Department
 636 Patterson Road
 Joliet, IL 60436

or to such other addresses as any party hereto may, from time to time, designate in writing delivered in a like manner.

26. **Entire Agreement; Modifications.** This Lease contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

27. **Governing Law; Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. Any action arising hereunder shall be held exclusively in the state or federal courts located in Will County,

Illinois, and the parties hereby acknowledge and agree that such exclusive jurisdiction and venue is reasonable.

28. **Attorneys' Fees.** In the event of any action or proceeding arising out of the interpretation, enforcement or defense of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.
29. **Assignment or Subletting.** Tenant shall not assign this Lease or sublet or license the use of all or any part of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
30. **Independent Contractor Status.** Tenant acknowledges and agrees that it is an independent contractor and not an employee of the City of Joliet. Nothing in this Lease shall be construed to create an employer-employee relationship, agency relationship, partnership, or joint venture between the parties. Tenant shall have no authority to bind the City of Joliet and shall be solely responsible for its employees, taxes, insurance, and business operations.
31. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.
32. **No Recording.** The parties agree that this Lease shall not be recorded at the office of the Recorder of Deeds.
33. **No Partnership.** Tenant shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Landlord, in Landlord's business or otherwise, or a member of any joint enterprise with Landlord.
34. **No Broker.** Landlord represents that it dealt with no broker or brokers, and Tenant represents that it dealt with no broker or brokers, in connection with the negotiation, execution and delivery of this Lease.
35. **Captions.** The captions appearing herein are for the convenience of the parties only and shall not be construed to affect the meaning of the provisions of this Lease.
36. **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
37. **End of Term Arrangements.** Upon the commencement of the last year of the lease term, Landlord and Tenant shall begin discussions of the implementation of

a succession plan for the operation of the Leased Premises or the possible renewal of the Lease upon the expiration of its Term.

38. **Signage.** Tenant locations: Not more than three (3) sandwich boards may be placed on the Landlord's right of way, within the Premises, and also in the plaza area north of the Premises. Additionally, the interior soffit above the tenant premises has been prepped for a sign (approximately 1' -0" x 7'-2"). Finally, there is an existing exterior monument sign located at the Southwest corner of Jefferson Street and Mayor Art Schultz Drive with space for a tenant. All signage will be at the expense of the Tenant.

No signage is allowed on the facade of the Premises, on the passenger platforms or on the pedestrian bridge connection.

All signage is to be approved by the Landlord's representative prior to placement. Both the signage and the location of the signage must be approved by the Landlord prior to placement.

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto this _____ day of _____, 2026.

TENANT:

GIGI'S SWEETS LLC
An Illinois limited liability company

By: _____

Print Name: _____

Its (Title): _____

Date Signed: _____

LANDLORD:

CITY OF JOLIET
An Illinois municipal corporation

By: _____

Print Name: H. Elizabeth Beatty

Its (Title): City Manager

Date Signed: _____

By: _____

Printed Name: Lauren O'Hara

Its (Title): City Clerk

Date Signed: _____

EXHIBIT A

THE LEASED PREMISES

The "Leased Premises" shall mean all of that portion of the Premises consisting of the following:

- The entirety of the 194 square foot Snack Bar of the Premises;

EXHIBIT B THE COMMON AREAS

The "Common Areas" shall mean all of that portion of the Premises consisting of the following:

All areas of the Joliet Gateway Transportation Center which are now or hereafter made available by the Landlord from time to time for the general use or benefit of the Landlord, other tenants, or the public, and other parties to whom the right to use the Common Areas has been or is hereafter granted, and their employees and invitees, as such areas currently exist and as they may be changed from time to time. Without limiting the generality of the foregoing, the Common Areas may include, as designated by the Landlord from time to time, any parking areas, entrances, passageways, concourses, courts, arcades, service corridors, loading platforms and truck docks, delivery areas, elevators, ramps, stairs, landscaped and vacant areas, public bathrooms, information and telephone booths, director signs and equipment, common lighting facilities, drainage areas, lounges and shelters, package pick-up stations, drinking fountains, public comfort and first aid stations, public meeting rooms, bus stops, taxi stands, and all furniture, decorations, fixtures, improvements, systems and equipment, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by one or more designated tenants.