

UNION STATION LEASE AGREEMENT WITH JBM GOLF PROPERTIES, LLC

THIS LEASE AGREEMENT ("Lease") has been executed on the date set forth below immediately prior to the parties' signatures, but is made effective _____, 20____, and is by and between the **CITY OF JOLIET**, an Illinois municipal corporation ("Landlord"), and **JBM Golf Properties, LLC**, an Illinois limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Joliet Union Station, located at 50 East Jefferson Street, Joliet, Illinois PIN 30-07-10-335-016-0004 (the "Premises"), is owned by the City of Joliet (the "Landlord") and the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation ("Metra"), as tenants in common; and

WHEREAS, on April 15, 1986, the City and Metra entered into a certain Agreement, a copy of which is available for public inspection in the Office of the City Clerk appended to Ordinance No. 8248, wherein the City is given the exclusive right to market and lease space in Joliet Union Station and to retain the revenue generated thereby; and

WHEREAS, JBM Golf Properties, LLC (the "Tenant") requested to extend the term of the lease agreement at a certain portion of Joliet Union Station commonly known as "The Grand Ballroom"; and

WHEREAS, Tenant wishes to modify the current payment structure through January 31, 2027, all in accordance with the terms and conditions set forth in the Union Station Lease Agreement, which was approved on September 20, 2016, through Resolution No. 7068; and

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 JBM Golf Properties, LLC; and

WHEREAS, the City of Joliet is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois.

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 Common Areas; Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises. The Leased Premises may be used and occupied as a special events and banquet facility with an on-site commercial kitchen, related sales and managerial offices and ancillary storage areas. Tenant shall not use or allow the Leased Premises to be used for any purpose other than as specified herein, including the operation of a sexually oriented business as defined by the ordinances of the Landlord, and will not allow the Leased Premises to be used for any unlawful purpose. Tenant will not install or otherwise permit to be operated video or arcade games within the Leased Premises.

Use of Common Areas.

Tenant may use the Common Areas specifically described on the attached **Exhibit B** (the "Common Areas") to which, and for the purposes for which, other commercial tenants at the Joliet Union Station are given access during the Term, subject to the following conditions:

(a) The Common Areas shall be used by Tenant and Tenant's employees and invitees on a non-exclusive basis in common with employees and invitees of the Landlord and other tenants and parties to whom the right to use the Common Areas has been or is hereafter granted.

(b) Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties.

(c) Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Leased Premises.

Common Area Maintenance and Control.

Landlord reserves the right at all times to determine the nature and extent of all Common Areas 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 Union Station, including without limitation promotions, events, exhibits, displays, shows and other activities.

2. Term. All references herein to "Term" shall mean the Initial Term (as hereinafter defined) or the Subsequent Term (as hereinafter defined), as applicable.

(a) Current Term – The current term of this Lease ("Current Term") commenced on February 1, 2025 (the "Commencement Date") with an expiration date of January 31, 2027. The Tenant and the Landlord mutually agree to modify the rent payment structure to from 15% to 14.525% of gross receipts from the sale food and beverages or \$5,000.00, whichever is greater. This rent payment structure shall be retroactive to May 2025. In addition, the landlord shall waive the \$5,000.00 minimum rent fee for March 2026 contingent on the closure of the building for the elevator modernization project, instead a 14.525% of the sale of food and beverages will be considered for payment that month.

(b) Extended Term – The extended term of this Lease ("Extended Term") shall commence on February 1, 2027 (the "Commencement Date") with an expiration date of January 31, 2032. The Tenant and the Landlord mutually agree to modify the expiration date to January 31, 2032 (the "Termination Date"), unless earlier terminated as provided for herein. For purposes of this Lease, the term "Lease Year" shall mean a twelve (12) month period commencing (i) on the Commencement Date, in the case of the first year of the Term, and (ii) thereafter, the annual anniversary date of the Commencement Date.

(c) Subsequent Term – Tenant shall have the right to renew this Lease for an additional five (5) years, contingent on Landlord's agreement of such extension. In the event Tenant wishes to renew this Lease, Tenant shall notify Landlord thereof in writing by July 1, 2030. The request to renew shall be approved by the City Manager/City Council. If approved for an additional five (5) years (the "Subsequent Term"), the extended lease will commence on February 1, 2032 and terminate on January 31, 2037 (the "Extended Termination Date").

3. Rent.

a) Current Rent – During the Current Term of this Lease, Tenant shall pay rent to Landlord each month in the amount of **the greater of:**

- i. An amount equal to eighteen percent (14.525%) of Tenant's monthly gross receipts from its sale of food and beverages at the Leased Premises collected by Tenant from May 1, 2025, through January 31, 2027. Tenant's gross receipts from its sale of food and beverages at the Leased Premises shall not include taxes, gratuities, room rental fees, service charges or the sale of items other than food or beverages including, or

- ii. Year 2025 – \$5,000.00 or 14.525% of its food and beverage sales.
Year 2026 – \$5,000.00 or 14.525% of its food and beverage sales. *
* March 2026 waives the \$5,000.00 minimum fee contingent on the closure of the building for the elevator modernization project.

b) Extended Rent – During the Extended Term of this Lease, Tenant shall pay rent to Landlord each month in the amount of **the greater of:**

- i. An amount equal to eighteen percent (18%) of Tenant's monthly gross receipts from its sale of food and beverages at the Leased Premises collected by Tenant from February 1, 2027, through January 31, 2032, and twenty percent (20%) thereafter. Tenant's gross receipts from its sale of food and beverages at the Leased Premises shall not include taxes, gratuities, room rental fees, service charges or the sale of items other than food or beverages including, or
- ii. Year 2027– \$5,200.00 or 18% of its food and beverage sales.
Year 2028 – \$5,400.00 or 18% of its food and beverage sales.
Year 2029 – \$5,600.00 or 18% of its food and beverage sales.
Year 2030 – \$5,800.00 or 18% of its food and beverage sales.
Year 2031 – \$6,000.00 or 18% of its food and beverage sales.

Landlord hereby acknowledges and agrees that Landlord has received and has approved all rent due and owing from Tenant from and after the Commencement Date to and including the date of execution of this Lease.

c) Subsequent Rent – During the Subsequent Term of this Lease, Tenant shall pay rent to Landlord each month in the amount of the greater of:

- i. An amount equal to twenty percent (20%) of Tenant's monthly gross receipts from its sale of food and beverages at the Leased Premises collected by Tenant. Tenant's gross receipts from its sale of food and beverages at the Leased Premises shall not include taxes, gratuities, room rental fees, service charges or the sale of items other than food or beverages including, but not limited to, flowers and decoration, or
- ii. Year 2032 – \$6,200.00 or 20% of its food and beverage sales.
Year 2033 – \$6,400.00 or 20% of its food and beverage sales.
Year 2034 – \$6,600.00 or 20% of its food and beverage sales.
Year 2035 – \$6,800.00 or 20% of its food and beverage sales.
Year 2036 – \$7,000.00 or 20% of its food and beverage sales.

(d) Tenant shall submit a statement summarizing the date and time of each event held at the Leased Premises during the immediately preceding month and itemizing all charges assessed to the customers of Tenant pertaining to each such event. Such statement shall be certified by the CFO and General Manager of Tenant. The Tenant shall be subject to an audit from the Landlord upon request. All statements and payments shall be submitted to the City Collector with a copy of all documents to the Director of Economic Development, or any other designee by the City Manager.

(e) Any and all amounts payable under this Lease to Landlord shall be paid to Landlord at the address of Landlord set forth herein below (or such other address as Landlord may designate by notice to Tenant).

(f) Any Rent not paid when due shall accrue interest from the due date at the rate of 1.5% per month until payment is received by the Landlord. Such service charges and interest payments shall not be deemed consent by the Landlord to late payments, nor a waiver of the Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which the Landlord is entitled as a result of the late payment of Rent.

3.1 Annual Landlord Event.

Tenant agrees to allow Landlord use of the Lease Premises at no cost to Landlord for Landlord to host one (1) event per calendar year at dates which are agreeable to both Landlord and Tenant. Tenant agrees to cater and provide and serve food (chicken dish/two sides/salad/cash bar) at said event at no cost to Landlord.

4. Improvements, Equipment, and Personal Property.

(a) The parties hereto acknowledge and agree that Landlord has previously installed matching permanent wrought iron gates at the bottom and top of each of the two staircases leading from the sidewalk adjacent to the Premises to the second-floor balcony and veranda areas of the Leased Premises.

(b) Unless otherwise agreed between Landlord and Tenant, the improvements and equipment in place as of _____, _____ 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. Notwithstanding the foregoing, however, the parties hereto acknowledge and agree that any equipment and trade fixtures installed by Tenant from and after _____, _____, including without limitation, any fixtures and equipment purchased by Tenant in replacement of any of Landlord's fixtures and equipment, is and shall remain the property of Tenant and may be removed by Tenant upon the termination of this Lease in accordance with Section 17 hereof. All such equipment and personal property belonging to the Landlord is listed in Exhibit C – Landlord Equipment and Personal Property List.

5. Utilities. Landlord shall be solely responsible for all costs and expenses associated with the utilities serving the Premises (including the Leased Premises) including, but not limited to, natural gas bills, water bills, and electric bills.

6. Repairs and Maintenance. Landlord shall be solely responsible for the maintenance and repair of the Leased Premises, and the landscape island in front of the main entrance to the Premises; provided however, Tenant shall be responsible for: i) cleaning the Leased Premises and keeping the Leased Premises in a clean and sanitary condition, ii) replacing all light bulbs in fixtures on the interior areas of the Leased Premises, iii) maintaining the flower boxes on the second floor balcony of the Leased Premises, iv) arranging for monthly extermination and pest control services for the Leased Premises, v) stocking all soaps, towels and toilet paper in the restrooms of the Leased Premises, and vi) collecting and disposing of rubbish and waste materials generated by its operations. 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. Landlord shall ensure that all light bulbs and fixtures on the outside of the Premises (regardless of whether such area is considered part of

the Leased Premises) are maintained and that non-functioning bulbs and fixtures are promptly replaced. Landlord shall maintain, for Tenant's exclusive use, the elevator that opens on the west side of the second-floor outdoor veranda of the Leased Premises. Landlord shall perform all required maintenance for the continued safe operation of that elevator and shall ensure the elevator is maintained in conformance with City requirements and that it is timely inspected and properly licensed in conformance with applicable laws. Landlord shall provide, or maintain the availability of, keys to Tenant for the foregoing elevator. Landlord shall maintain the existing barricades at the southwest and northeast corners of the second-floor outdoor veranda area.

In the event of a Landlord obligation pursuant to this paragraph 6 which is 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.

7. Payment of Taxes and Other Expenses. Tenant shall, at Tenant's sole cost and expense, pay when due before any penalties accrue thereon all taxes and assessments –including property taxes, general and special, and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Leased Premises, or on any part thereof, at any time and from time to time during the Term of this Lease as a result of Tenant's use or occupancy of the Leased Premises. If Tenant fails to pay any of the foregoing charges when due, Landlord may pay such charges on behalf of Tenant, and Landlord may recover said amount so paid by Landlord plus a penalty in the amount of twenty-five percent (25%).

8. 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.

9. Insurance.

(a) 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 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 Union Station Grand Ballroom Facility - 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.

10. 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 breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease; or (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.

11. 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.

12. Liens 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.

13. 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.

14. 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").

15. 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.

16. Tenant's 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.

(c) 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.

17. 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.

18. 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.

19. 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.

20. Subordination. The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed creating a mortgage that may be placed upon the Leased Premises by Landlord and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, if the mortgagee or trustee named in such mortgage or trust deed shall elect to subject and subordinate the rights and interests of Tenant under this Lease to the lien of its mortgage or trust deed and shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default (which agreement may, at such mortgagee's option, require attornment by Tenant). Notwithstanding such subordination, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default hereunder and so long as Tenant shall pay rent and observe and perform all the provisions hereof. Any such mortgagee or trustee may elect to give the rights and interests of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interests of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes and, in the event Tenant fails so to do within ten (10) days after written demand, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead to do so.

21. 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.

22. Rent on Gross Basis. It is intended by Landlord and Tenant that the rent provided for in this Lease shall be an absolute gross return to Landlord for the Term of this Lease. Rent shall include costs and expenses related to maintenance and repairs and utilities as provided herein, and that Landlord, and not Tenant, shall pay when due.

23. Time of Essence. Time is of the essence of this Lease.

24. 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 Union Station 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 Union Station to a business that is principally engaged in catering events at Joliet Union Station, 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 Union Station 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 Union Station. A vacation or abandonment of its premises or cessation of business in Joliet Union Station 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 Union Station and the address or designation of the Premises, (ii) install, maintain, alter and remove signs on or about the exterior and interior of Joliet Union Station, (iii) add land, easements or other interests to or eliminate the same from the Joliet Union Station, and grant easements and other interests and right in Joliet Union Station 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 Union Station 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.

25. 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.

26. 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 Street
Joliet, Illinois 60432

With a copy to: City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, Illinois 60432

If to Tenant: JBM Golf Properties
Attn: Dan Bradley
1700 W. Renwick Rd
Romeoville, Illinois 60446

With a copy to: Latimer LeVay Fyock LLC
Attn: Todd A. Bickel
55 West Monroe Street, Suite 1100
Chicago, IL 60603

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

27. 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.

28. 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.

29. 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.

30. 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.

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. Recording. The parties agree that this Lease shall 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 be construed to affect the meaning of the provisions of this Lease.

36. Counterparts. This Lease shall 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. Liquor License. Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord in the event Tenant's liquor license for the Leased Premises lapses, is not renewed, or if an application of Tenant for a new liquor license at the Leased Premises is denied.

38. End of Term Arrangements. Upon the commencement of the final year of this Lease, 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 Terms.

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto this _____ day of _____ 2025.

TENANT
JBM Golf Properties, LLC
An Illinois limited liability company

LANDLORD
City of Joliet
an Illinois municipal corporation

By: _____ By: _____

Print Name: _____ Print Name: _____

Its (Title): _____ Its (Title): _____

By: _____

Print Name: _____

Its (Title): _____

EXHIBIT A
THE LEASED PREMISES

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

- a. The entirety of the indoor second floor of the Premises, including, but not limited to, the ballroom, west wing, north wing, hallways, adjoining rooms, and all other indoor areas and vestibules.
- b. The entirety of the indoor staircase leading from the first-floor foyer and first-floor hallway common area to the second-floor ballroom.
- c. The entirety of the second-floor outdoor front balcony.
- d. The elevator at the west end of the Premises, which opens at each of the second-floor outdoor veranda and a common area of the first floor; and
- e. The right to use any common areas and hallways of the Premises and the benefit of any and all improvements thereon and the benefit of any and all easements, appurtenances, rights, and privileges now or hereinafter belonging thereunto.

EXHIBIT B
THE COMMON AREA

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

- a. The rear outdoor veranda adjacent to the train tracks at the rear of the Premises and all other outdoor areas of the second floor of the Premises.
- b. The entirety of the first-floor main entrance foyer and the entirety of the sitting room south of, and immediately adjacent to, that foyer on the first floor of the Premises; and
- c. All areas of the Joliet Union Station 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.

EXHIBIT C

LANDLORD EQUIPMENT, & PERSONAL PROPERTY LISTED AT LEASED PREMISES

1. Vanguard kitchen water heater, model #1p280
2. Duke hot food table, model #E6C13PGM
3. Vulcan convection oven, model # VC4 CD-11D1
4. Mr. Winter walk-in cooler, model #SA16-58B-A
5. Scotsman ice machine, model #CME1056A5-32D
 - This machine reached its end-of-life last year and Tenant is paying for a rented unit.
6. Ecolab dishwasher, model #ES-2000
 - This machine reached its end-of-life last year and Tenant is paying for a rented unit.
7. Carlisle portable bar, model #N/A