

**AN ORDINANCE APPROVING A LEASE AGREEMENT  
WITH THE SHREE NEELKANTH, INC.**

WHEREAS, the Village is the owner of the property commonly known as the Downtown Train Station in the Village ("*Property*"); and

WHEREAS, the Village desires to enter into an agreement with Shree Neelkanth Inc. ("*Tenant*") for the lease by the Village of the Property to the Tenant, for the operation by the Tenant of a convenience store and coffee shop ("*Lease Agreement*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Lease Agreement with the Tenant will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

SECTION TWO: The Lease Agreement by and between the Village and the Tenant is hereby authorized in substantially the form attached to this Ordinance as Exhibit A, and in a final form to be approved by the Village Manager.

SECTION THREE: The Village Manager is hereby authorized and directed to execute and attest, on behalf of the Village, the Lease Agreement upon receipt by the Village of at least one original copy of the Lease Agreement executed by Shree Neelkanth, Inc.; provided, however, that if the executed copy of the Lease Agreement is not received by the Village Clerk within 60 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the Village Council, be null and void.

SECTION FOUR: The Village Board of Trustees hereby declares that the approval of the Lease Agreement and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the Village.

SECTION FIVE: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SIX: This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES: BALDINO, SCALETTA, TINAGLIA, CANTY, ROSENBERG, LABEDZ,  
SCHWINGBECK, PADOVANI, HAYES  
NAYS: NONE

PASSED AND APPROVED this 21<sup>st</sup> day of December, 2020.

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

ATTEST:

  
\_\_\_\_\_  
Village Clerk

2020-046

A2020-082

**LEASE AGREEMENT**

**between**

**VILLAGE OF ARLINGTON HEIGHTS**

**as Landlord**

**and**

**Shree Neelkanth, INC**

**as Tenant**

A2020-082  
2020-046

## LEASE AGREEMENT

The Landlord and Tenant set forth in the Lease Schedule enter into this Lease Agreement (the "Lease") as of \_\_\_\_\_. In consideration of and subject to the terms, provisions and covenants contained in the Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Lease Term. The Lease Schedule terms whenever used in this Lease shall have the same meanings as set forth in the Lease Schedule.

### LEASE SCHEDULE

A. <b>BUILDING:</b>	Downtown Train Station
B. <b>PREMISES:</b>	350 square feet (southeast area of the station), plus the storage area adjacent to the tenant space
C. <b>TENANT AND NOTICE ADDRESS:</b>	Shree Neelkanth, INC 45 W. Northwest Highway Arlington Heights, IL 60004
D. <b>RENT PAYMENT ADDRESS:</b>	Cashier, Finance Department, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
E. <b>LANDLORD AND NOTICE ADDRESS:</b>	Village Manager, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
F. <b>LEASE DATE:</b>	
G. <b>COMMENCEMENT DATE:</b>	January 1, 2021
H. <b>TERMINATION DATE:</b>	December 31, 2025
I. <b>LEASE TERM:</b>	Five years, with one option to renew for another five years
J. <b>SECURITY DEPOSIT:</b>	Waived – current tenant
K. <b>PERMITTED USE</b>	The Premises will be used and occupied only for the purpose of selling and displaying for sale items normally sold at Gateway Newsstands and items normally sold at coffee shops.
L. <b>MONTHLY BASE RENT</b>	Upon reopening, first 4 months \$0. Next 20 months \$300.00. Remaining 3 years \$450.00. If the option to extend for a second 5 year term is exercised then rent shall be increased by 5%.
M. <b>LATE FEE</b>	10%, after 20 days
N. <b>STANDARD OPERATING HOURS</b>	January 1, 2021 to March 1, 2021 flexible hours Monday through Friday Between 6:00 a.m. and 11:00 a.m. March 2, 2021 to end of lease regular hours Monday through Friday – 5:00 a.m. until 2:30 p.m.

O. <b>PARKING</b>	One dedicated parking space in the public lot at Northwest Highway and Evergreen
P. <b>LEASE ATTACHMENT: Appendix A</b>	Floor Plan

### DEFINITIONS

For purposes of this Lease the following terms shall mean as set forth:

**COMMON AREAS:** All areas of the Real Property made available by Landlord for the general common use or benefit of the public, as such areas currently exist and as they may be changed from time to time.

**DECORATION:** Tenant Alterations not requiring any type of governmental permit and not involving any of the structural elements of the Building, or any of the Building's systems, including, without limitation, its electrical, mechanical, plumbing and security and life/safety systems.

**ENVIRONMENTAL LAWS:** Any Law governing the use, storage, disposal or generation of any Hazardous Material, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended and the Resource Conservation and Recovery Act of 1976, and those found in the Illinois Compiled Statutes as published from time to time, as amended.

**FORCE MAJEURE:** Any accident, casualty, act of God, war or civil commotion, strike or labor troubles, government-mandated closure of businesses and/or buildings or any cause whatsoever beyond the reasonable control of Landlord.

**HAZARDOUS MATERIAL:** Such substances, material and wastes regulated under Federal, or Illinois State Environmental Law; or classified as hazardous or toxic under said Environmental Law; and explosives and firearms, radioactive material, asbestos, and polychlorinated biphenyls.

**INDEMNITEES:** Landlord and their respective directors, officers, agents and employees.

**LAND:** The parcel of real estate on which the Building is located.

**LAWS:** All laws, ordinances, rules, regulations, other requirements, orders, rulings or decisions adopted or made by any governmental body, agency, department or judicial authority having jurisdiction over the Property, the Premises or Tenant's activities at the Premises and any covenants, conditions or restrictions of record which affect the Property.

**LEASE MONTH:** Each calendar month beginning on the first day of the first calendar month following the Commencement Date (unless the Commencement Date is the first day of a calendar month in which case beginning on the Commencement Date), and each subsequent month, or shorter, period until the Expiration Date.

**OPERATING EXPENSES:** All costs, expenses and disbursements of any kind and nature incurred by Landlord or its beneficiaries, principals or agents in connection with the ownership, leasing, management, operation, maintenance, replacement and repair of the Property. Operating Expenses shall not include, (i) costs of alterations of the premises of tenants of the Building, (ii) costs of capital improvements to the Building (except for the amortized portion of capital improvements installed for the purpose of reducing or controlling Operating Expenses or complying with applicable Laws or insurance requirements), (iii) depreciation charges, (iv) interest and principal payments on loans (except loans for capital improvements included in Operating Expenses as

provided above), (v) ground rental payments, (vi) real estate brokerage and leasing commissions, (vii) advertising and marketing expenses for procurement of tenants, (viii) costs of Landlord reimbursed by insurance proceeds, (ix) expenses incurred in negotiating or enforcing leases of other tenants in the Building, (x) Landlord's or Landlord's property manager's corporate general overhead or corporate general administrative expenses, and (xi) Taxes. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies that insure other properties as well as the Building and said allocated amount shall be deemed to be an Operating Cost. If any Operating Expense, though paid in one year, relates to more than one calendar year, Landlord may at Landlord's option allocate such expense proportionately. If the Building is not fully leased and occupied for any portion of a calendar year, Landlord may adjust that portion of the Operating Expenses that vary with occupancy, such as janitorial costs, to the amount that Landlord reasonably determines would have been incurred had the Building been fully leased and occupied for the entire year, but in no event shall Landlord be entitled to recover from the tenants of the Building, as a result of such adjustment, more than 100% of its actual Operating Expenses.

**PROPERTY:** The Building, the Land, any other improvements located on the Land, including, without limitation, any parking and the personal property, fixtures, machinery, equipment, systems and apparatus located in or used in conjunction with any of the foregoing.

**REAL PROPERTY:** The Property excluding any personal property.

**RENT:** Collectively, Monthly Base Rent Monthly Storage Space Rent, Additional Rent and all other charges, payments, late fees or other amounts required to be paid by Tenant under this Lease. Tenant's obligation to pay Rent is an independent covenant of this Lease.

**TAXES:** All federal, state and local governmental taxes, assessments and charges of every kind or nature, whether general, special, ordinary or extraordinary, which Landlord or its beneficiaries, principals or agents shall pay or become obligated to pay in connection with the ownership, leasing, management, control or operation of the Property, which shall also include any rental, franchise or similar taxes levied in lieu of or in addition to general real or personal property taxes. For purposes of this Lease, Taxes for any calendar year shall be taxes assessed or that become a lien during such year, whether or not such taxes are billed and payable in a subsequent calendar year.

**TENANT ALTERATIONS:** Any Landlord approved alterations, improvements, additions, installations or construction in or to the Premises or any Real Property systems serving the Premises made by Tenant or at Tenant's request; and any supplementary air-conditioning systems installed by Landlord or by Tenant.

**TENANT PARTY:** Tenant, its employees, servants, agents, suppliers, contractors, invitees or customers.

- 1. BASE RENT.** Tenant shall pay Landlord at the Rent Payment Address or at such address designated by Landlord, the Monthly Base Rent in equal consecutive monthly installments, each without abatement, deduction or offset, in advance without prior demand on the first day of every calendar month during the Lease Term. If the Lease Term commences on any day other than the first day of the month or terminates on any day other than the last day of the month, then the Monthly Base Rent shall be prorated and calculated on a 30 day calendar month. Tenant shall pay the first full monthly installment of unabated Monthly Base Rent as of the date the Premises reopen.

**ADDITIONAL CHARGES.** The parties recognize that the Property is currently exempt from real estate taxes. Should the Landlord receive a real estate tax bill for the Property, Tenant shall be responsible for paying its pro rata share of the property taxes.

2. **LATE FEES.** Rent is due on the first day of each month. Landlord may, in addition to Default Rate interest charges, charge a Late Fee on any delinquent Rent payment not received by the 21<sup>st</sup> day of each month, (including but not limited to delinquent Late Fees and Default Rate interest charges), as liquidated damages for the cost and inconvenience incurred as a result of Tenant's failure. In no event shall the charges permitted under this Section or elsewhere in the Lease, to the extent classified as interest, exceed the maximum lawful interest rate. Unpaid Rent shall be subject to a Late Fee equal to ten percent of the Monthly Base Rent payment and shall bear interest at the lesser of (i) the Default Rate, or (ii) the maximum rate permitted by law, from the date due until paid. The obligation to make such payment shall survive the expiration or earlier termination of the Lease Term. The payment of a Late Fee will not constitute a waiver by Landlord of any Default by Tenant under the Lease.
3. **SERVICES.**
  - a) **Landlord Services.** Landlord shall cause the common areas of the Building to be maintained on a daily, as-needed basis, including mopping, sweeping, and trash collection in and around the Building.
  - b) **Tenant Services.** Tenant shall be responsible for opening the station no later than 5:00 a.m. Monday through Friday. Tenant shall be responsible for maintenance of the Premises. Tenant shall also be responsible for the separately metered utilities – electricity, water, and gas.
  - c) **Telecommunications Services.** Prior to installation Tenant shall obtain Landlord's written approval for all telecommunications service (including but not limited to voice, video, data and any other telecommunications services provided over wire, fiber optic, microwave, wireless and any other transmission systems) and computer network connections, including the location of all wires and the installation contractors. Landlord reserves the right to designate and control the entities providing telecommunication and computer network installation, services, repair and maintenance in the Building and to restrict and control access to telephone cabinets and wiring risers. Tenant shall pay all telecommunication and computer network installation, access, maintenance and removal costs for the Premises. Upon the Termination Date, Tenant shall at Landlord's option remove all telecommunication and computer network cables and related wiring in the Premises.
  - d) **Restoration of Services.** Landlord shall use reasonable diligence to restore any interrupted Landlord provided service. Landlord may from time to time, at Landlord's sole option, change any company providing services to the Building or the Premises. Any failure, delay or change in quantity or character of any service shall not relieve Tenant from performing any obligation under the Lease nor create any claim against Landlord for rent abatement, constructive eviction or damages. Tenant agrees that the Indemnitees shall not be liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through Tenant, for any damages, expenses, claims or causes of action because of any interruption, diminution, delay or discontinuance at any time for any reason of any service provided to the Premises or the Building.
4. **USE OF PREMISES.** The Tenant will use the Premises only for the purpose of selling and displaying for sale items normally sold at Newsstands and items normally sold at coffee shops. The Landlord will not operate or permit to be operated within the Premises any other newsstand selling or displaying for

sale items deemed comparable to those normally sold by the Tenant, as either a newsstand or coffee shop, bakery or sandwich shop. Tenant understands and agrees that newspaper boxes will still be located for the sale of newspapers outside the Premises. If the Landlord breaches the covenants contained in this paragraph and the breach continues for 30 days, then the Tenant will have, in addition to all other available remedies, the right to terminate this Lease after giving the Landlord 60 days written notice of termination unless the Landlord cures the breach within 30 days after receiving the notice.

- a) **Possession.** Tenant shall continuously at Tenant's cost: (i) occupy and use the Premises only for a coffee shop and an newsstand, (ii) comply with all Laws with reference to condition or occupancy of the Premises, (iii) obtain all licenses necessary for any Permitted Use, and (iv) operate its business in a dignified, reputable manner in keeping with the rest of the Building. Tenant shall not occupy or use the Premises in any manner which: (A) may be dangerous to persons or property, (B) may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations, (C) is contrary or prohibited by the terms of this Lease or the Rules and Regulations, or, (D) would tend to create or continue a nuisance.

i. **Environmental Laws.** Tenant and Landlord shall each comply with all Environmental Laws concerning the proper storage, handling and disposal of any Hazardous Material with respect to the Property. Tenant shall not generate, store, handle or dispose of any Hazardous Material in, on, or about the Property without the prior written consent of Landlord. Tenant shall immediately deliver to Landlord a copy of any notice of investigation or violation of any Environmental Law arising from Tenant's activities at the Property. If Landlord reasonably believes that a violation of Environmental Law exists due to Tenant's activities at the Property, Landlord may conduct at Tenant's expense such tests and studies as Landlord deems desirable. Landlord's inspection and testing rights are for Landlord's own protection only, and Landlord shall not be deemed to have assumed any responsibility to Tenant or any other party for compliance with Environmental Law. Tenant shall indemnify, defend, protect and hold harmless the Indemnitees from any and all loss, claim, expense, liability and cost (including attorneys' fees) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises or the Property during the Lease Term by a Tenant Party. If said Hazardous Material is deemed to exist due to the Landlord's actions, Landlord shall indemnify, defend, protect and hold harmless the Indemnitees from any and all loss, claim, expense, liability and cost (including attorneys' fees) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises or the Property. If any action or proceeding is brought against the Indemnitees by reason of any such claim, Tenant upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification is given in addition to the indemnification in Section 9, and will survive the expiration or termination of this Lease. Any indemnification, exculpation or waiver provision under this Section shall not exculpate or indemnify Landlord against its own negligence. Landlord hereby represents and warrants that as of the date of this Lease it has no knowledge of the presence of any Hazardous Material in, on or about the Premises or Property, nor of any existing violation of any Environmental Law applicable to the Premises or Property.

ii. **ADA.** Landlord and Tenant acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C §12101 et seq.) and related regulations and guidelines, as amended (collectively the "ADA") establish requirements for business operations and accessibility that may apply to the Premises and the Property. The parties agree that:

(i) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below,

(ii) Landlord has delivered and Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises in connection with this Lease. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees. Tenant shall not be required to make any modification to the Building structure, systems or site except and to the extent required because of Tenant's use of the Premises for other than customary business office operations.

**iii. Quiet Enjoyment.** Landlord warrants that Landlord has the right to lease the Premises to Tenant and that the individuals executing this Lease are fully authorized to and legally capable of executing this Lease on behalf of Landlord. Landlord covenants that so long as Tenant is in compliance with the covenants and conditions set forth in this Lease, Tenant shall have the right to quiet enjoyment of the Premises without hindrance or interference from Landlord or those claiming through Landlord.

5. **CONDITION OF PREMISES.** Tenant's taking possession shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as contained herein.
- a) **Landlord's Maintenance.** Except as otherwise set forth in this Lease, Landlord shall maintain the foundation, roof, exterior walls, structural elements, electrical, plumbing, HVAC, mechanical, fire and life safety systems and the Common Areas of the Building. Landlord shall not be responsible for (i) the maintenance or repair of any floor or wall coverings within the tenant space; or (ii) the cost of performing any maintenance or repair to the Premises or the Building caused by the negligence of a Tenant Party, which shall be paid by Tenant. Any issue concerning alleged 'Rent Abatement' for time the tenant space is unusable would be controlled by Lease term Section 8(d) entitled "Rent Abatement", found on page 10 of the Lease.
- b) **Tenant's Maintenance.** Tenant, at its expense, shall maintain the tenant space (including but not limited to all fixtures, plumbing and sewage facilities located within the tenant space) and all Tenant Additions in good order, condition and repair and in accordance with all applicable Laws. Tenant shall not permit waste and shall promptly and adequately repair all damages. All repairs or maintenance shall be completed with new materials of similar quality to the original. All repair, Decoration or maintenance work shall be performed only by properly licensed and insured contractors approved by and under the supervision of Landlord, and whose work will not cause or threaten to cause labor disharmony or interfere with Landlord or other tenants in the Building. Any contractor approved by Landlord shall not be allowed to commence any work without first providing a certificate of insurance sufficient to Landlord. If Tenant fails to perform any obligation set forth in this Section, Landlord may, in its sole discretion, upon 24 hours prior notice to Tenant (except without notice in the case of emergencies), perform the same at Tenant's cost. Tenant will make no Building system or structural element repairs or replacements. Tenant will not, without the prior written consent of Landlord install any window or door lettering of any type on or about the Premises.
- c) **Tenant Alterations.** Tenant shall not make any Tenant Alterations to the Premises without Landlord's prior written consent. Subject to all other requirements of this paragraph, Tenant may undertake Decoration work without Landlord's prior written consent. Prior to commencement of the Tenant Alterations, Decoration work or delivery of any materials to the Premises, Tenant shall furnish Landlord with acceptable plans and specifications, names, addresses and certificates of insurance from



all contractors and suppliers, copies of contracts, necessary permits, evidence satisfactory to Landlord of Tenant's ability to pay for the completion of the Tenant Alterations and Decoration work and such other documentation as Landlord may reasonably require. All Tenant Alterations and Decorations shall be installed and maintained in accordance with all Laws and insurance regulations and in a good, workmanlike manner by union contractors using only new, high-grade materials. Tenant agrees to defend and hold Landlord harmless from any and all liabilities of every kind and description connected in any way with the Tenant Alterations and Decoration work. Tenant shall pay the cost of all Tenant Alterations and Decorations. Upon completion of any Tenant Alterations or Decorations, Tenant shall furnish Landlord with contractors' affidavits, final lien waivers and receipted bills covering all labor and materials. Landlord may, at Landlord's option, supervise construction of the Tenant Alterations and Decorations. Neither Landlord's supervision nor any approvals given by Landlord shall constitute any warranty or representation by Landlord to Tenant of the adequacy of the design or materials for Tenant's intended use or of compliance with any Law, or impose any liability upon Landlord in connection with the performance of the Tenant Alterations or Decorations. All Tenant Alterations shall at Landlord's option either be (i) removed at the end of the Lease Term (and Tenant shall repair all damage caused by the removal), or (ii) become Landlord's property and remain upon the Premises at the termination of this Lease without compensation to Tenant. If upon Landlord's request, Tenant does not remove the Tenant Alterations, Landlord may remove the same and Tenant shall reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.

- d) **Liens.** Tenant will not permit any mechanics liens to be placed on the Premises or Building for any work performed, materials furnished, or obligation incurred at the request of Tenant. If a lien is filed, Tenant will, within ten days' notice from Landlord, (i) cause the release of the lien of record or (ii) contest the lien and deliver to Landlord a bond in form, content, amount, and issued by surety, satisfactory to Landlord, indemnifying and holding harmless the Indemnitees against all costs and liabilities resulting from the lien and any attempted foreclosure of the lien. If Tenant fails to timely take either action, Landlord, in addition to any other rights and remedies under the Lease may without investigating its validity pay the lien and Tenant shall, reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.
- e) **Landlord Access.** Landlord shall have the right at reasonable times and upon reasonable notice to enter the Premises without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant: (i) to ascertain the condition of the Premises; (ii) to determine whether Tenant is diligently fulfilling its responsibilities under this Lease; (iii) to clean and to make such repairs as may be required or permitted to be made by Landlord under the Lease; or (iv) to do any other act or thing which Landlord deems reasonable to preserve the Premises and the Building. In the event of an emergency or with respect to the provision of janitorial services the notice and timing provisions shall not apply. Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises, so long as Tenant's use, layout or design of the Premises is not materially affected or altered.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord (i) assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (iv) sublet any portion of the Premises, (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other

than Tenant (any of the events listed in (i) through (vi) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord at least 15 days prior to the proposed Transfer date with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided Tenant is not in default under the Lease and the proposed transferee (A) is creditworthy, (B) has a good reputation in the business community, (C) does not engage in business similar to those of other tenants in the Building where a restrictive covenant on use may exist therein, (D) does not seek a change in the Permitted Use of the Premises, (E) would not materially increase the estimated pedestrian and vehicular traffic, (F) would not diminish the value and reputation of the Building, and (G) is not another occupant of the Building or person or entity with whom Landlord is negotiating to lease space in the Building (H) has obtained or agrees to obtain proper business licensure from any governmental body requiring such licensure prior to taking possession. In addition, if Tenant has any options to extend the term of the Lease or to add other space to the Premises, such options shall not be available to any transferee (except an affiliate), directly or indirectly without Landlord's prior express written consent, which may be withheld in Landlord's sole discretion. Concurrently with Tenant's notice of any request for consent to a Transfer Tenant shall pay to Landlord a fee of \$500.00 to defray Landlord's expenses in reviewing such request. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If a Tenant Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment. In the event Landlord wrongfully withholds its consent to any proposed Transfer, Tenant's sole and exclusive remedy shall be to seek specific performance. Tenant shall submit for Landlord's prior approval, which approval shall not be unreasonably withheld, any advertising that Tenant or its agents intend to use with respect to any proposed sublet space.

- a) **Assumption and Attornment:** If Tenant shall Transfer the Lease or Premises as permitted, the transferee shall expressly assume all of the obligations of Tenant in a written instrument satisfactory to Landlord and furnished to Landlord not later than 30 days prior to the effective date of the Transfer. If Tenant shall sublease the Premises as permitted, Tenant shall, at Landlord's option, within 15 days following any request by Landlord, obtain and furnish to Landlord the written agreement of such subtenant to the effect that the subtenant will attorn to Landlord and will pay all sub-rent directly to Landlord.
- b) **Affiliates.** Tenant shall have the right, with the prior written consent of Landlord, to transfer, assign, sublease or grant occupancy rights to the Premises to a corporation or other business entity (i) which is currently owned or controlled by, owns or controls, or is under common ownership or control with Tenant, (ii) to which substantially all the assets of Tenant are transferred or (iii) into which Tenant may be merged or consolidated (an "Affiliate"), but (i) no later than ten days after the effective date of the

assignment or sublease, the assignee or sublessee shall execute documents satisfactory to Landlord to evidence such subtenant or assignee's assumption of the obligations and liabilities of Tenant under this Lease, except in the case of any assignment which occurs by operation of law (and without a written assignment) as a consequence of merger, consolidation or non-bankruptcy reorganization; (ii) within ten days after the effective date of such assignment or sublease, give notice to Landlord which notice shall include the full name and address of the assignee or subtenant, and a copy of all agreements executed between Tenant and the assignee or subtenant with respect to the Premises; and (iii) within 15 days after Landlord's request, such documents or information which Landlord reasonably requests for the purpose of substantiating whether or not the assignment or sublease is to an Affiliate. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its Affiliate transferee shall be jointly and severally liable. Sections 8a and b shall not apply to a Transfer to an Affiliate. As used herein, the term "control" shall mean, in the case of a corporation or other entity, ownership or voting control, directly or indirectly, of at least 50% percent of all of the general or other partnership, membership (or similar) interests therein and the power to determine the actions of such entity.

## 7. **INSURANCE.**

- a) Tenant shall provide comprehensive or commercial general liability insurance, including contractual liability, on an occurrence basis, in an amount not less than \$1,000,000 combined single limit per occurrence, covering Tenant as a named insured and the Village and its officers and employees as additional insured. Insurance against fire, sprinkler leakage and vandalism and the extended coverage perils for the full replacement cost of all additions, improvements and alterations to the Train Station(s) owned or made by the Tenant, if any, and of all furniture, trade fixtures, restaurant equipment, merchandise and all other items of Tenant's property on the premises with loss or damage payable to the Village and Tenant as their interest may appear.
- b) **Landlord's Insurance.** Landlord agrees to purchase and keep in full force and effect during the Lease Term, insurance under policies issued by insurers of recognized responsibility, qualified to do business in the State of Illinois on the Building in amounts reasonably consistent with market practice, against fire and such other risks as may be included in standard forms of all risk coverage insurance reasonably available from time to time. Neither Landlord's obligation to carry such insurance nor the carrying of such insurance shall be deemed to be an indemnity by Landlord with respect to any claim, liability, loss, cost or expense due, in whole or in part, to Tenant's negligent acts or omissions or willful misconduct.
- c) **Indemnity.** Tenant will indemnify, defend and hold the Indemnitees harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages) losses, liabilities, judgments and expenses (including without limitation court costs and attorneys' fees), arising in any areas controlled by Tenant or arising from the negligence or willful misconduct of any Tenant Party or the breach by Tenant of any of its obligations hereunder. If any action or proceeding is brought against the Indemnitees by reason of any such claim, Tenant upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

## 8. **FIRE AND CASUALTY DAMAGE.**

- a) **Substantial Untenantability.** If any fire or other casualty (whether insured or uninsured) renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness notify Tenant of the estimated time required to Substantially Complete the repair ("Landlord's

Notice"). If Landlord's estimated time to Substantially Complete the repair exceeds 365 days from the issuance of all necessary permits, then Landlord, or Tenant if all or a substantial portion of the Premises is rendered untenantable, shall have the right to terminate this Lease as of the casualty date upon written notice to the other within 20 days after delivery of Landlord's Notice. Tenant shall not have the right to terminate this Lease pursuant to this Section if any damage or destruction was caused by the act or neglect of Tenant, its agent or employees. Unless this Lease is terminated as provided in the preceding subparagraph, Landlord shall proceed with reasonable promptness to repair and restore the Premises to its condition as existed prior to such casualty. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease if the repairs are not in fact completed within the time period estimated by Landlord so long as Landlord shall proceed with reasonable diligence to complete such repairs.

- b) **Insubstantial Untenantability.** If the Premises or the Building is damaged by a casualty but neither is rendered substantially untenantable or if the Premises or the Building is rendered substantially untenantable and Landlord estimates that the time to Substantially Complete the repair will not exceed the longer period of either 365 days from the date of occurrence, or 180 days from the issuance of all necessary permits, then Landlord shall proceed to repair and restore the Building or the Premises other than Tenant Additions, with reasonable promptness, unless Landlord makes a good faith determination that restoring the Premises would be uneconomical, then Landlord may terminate this Lease by giving written notice to Tenant within 30 days after the casualty.
  - c) **Insurance Proceeds.** Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damages to the Premises, except for those proceeds of Tenant's insurance for personal property and equipment removable by Tenant at the Termination Date. Landlord shall have no duty to repair or restore any portion of any Tenant Additions or to expend for any repair or restoration of the Premises or Building amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration.
  - d) **Rent Abatement.** Except for the negligence or willful act of Tenant or its agents, employees or contractors, if all or any part of the Premises are rendered untenantable by fire or other casualty and this Lease is not terminated, Monthly Base Rent and Additional Rent shall abate for the untenantable part of the Premises on a per diem basis from the date of the casualty until Landlord has Substantially Completed its required repair work in the Premises, provided, that as a result of such casualty, Tenant cannot during such period legally occupy the untenantable portion of the Premises. The rent abatement provided for in this paragraph shall be Tenant's sole remedy against Landlord for such untenantability.
9. **EVENTS OF DEFAULT.** Each of the following events shall constitute a "Default" by Tenant under the Lease: (i) Tenant fails to pay any installment or other payment of Rent, including Additional Rent, and Tenant fails to cure such default within five days after written notice to Tenant, (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease or the Work Letter and fails to cure such default within 15 days after written notice to Tenant (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a Default for which this Lease specifies there is no cure or grace period), (iii) the interest of Tenant in this Lease is levied upon under execution or other legal process, (iv) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization under any Chapter of the Bankruptcy Code, as amended or replaced, or to delay payment of, reduce or modify Tenant's debts, which in the case of an involuntary action is not discharged within 30 days, (v) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors, (vi) a

receiver is appointed for Tenant or Tenant's property, and is not discharged within 30 days, (vii) any action taken by or against Tenant to reorganize or modify Tenant's capital structure in a materially adverse way which in the case of an involuntary action is not discharged within 30 days, (viii) upon the dissolution of Tenant, (ix) upon the third occurrence within any 12 month period that Tenant fails to pay Rent when due or breaches a particular covenant of this Lease (which shall be a non-curable Default whether or not such Rent is thereafter paid within any stated cure or grace period), (x) Tenant fails to vacate the Premises immediately upon termination of the Lease or upon termination of Tenant's right to possession, or (xi) Tenant Defaults under any other lease with Landlord for any other premises in the Building. The written notice specifically set forth in this paragraph shall satisfy any notice required by a statute or law enacted now or later and Tenant hereby waives any notice required by statute or law, to the extent permitted under that statute or law.

**10. NO WAIVER.** Landlord's failure to insist upon strict performance of any covenant, condition, provision, rule or regulation in this Lease or to exercise a right shall not be a waiver of any right or remedy and shall not be a waiver of a subsequent breach or default. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant. Landlord's acceptance of Rent following a Default shall not waive Landlord's rights regarding such Default. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent due, regardless of any endorsement or statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith. Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of Rent due.

**11. LANDLORD'S REMEDIES.**

- a) **Remedies.** Upon any Tenant Default, Landlord may, in addition to all other rights and remedies afforded to Landlord under the Lease or by law or equity, take any of the following actions which shall be distinct and cumulative: (i) terminate this Lease by giving Tenant notice in which event, the Lease Term shall end and all of Tenant's rights and interests shall expire on the date stated in such notice; (ii) terminate Tenant's right of possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date specified in such notice; or (iii) enforce the provisions of this Lease and protect the rights of the Landlord by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from Tenant for the balance of the Lease Term.
- b) **Termination of the Lease.** In the event Landlord terminates the Lease, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty all Rent and other amounts accrued under the Lease to the date of termination, including Late Fees and Default Rate interest charges, (i) to the extent not recovered by Landlord pursuant to section 14(b)(iii), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (ii) all Landlord's expenses of reletting, including without limitation, repairs, alterations, improvements, rent concessions, additions, decorations, legal fees and brokerage commissions (collectively, the "Reletting Expenses"), multiplied by that fraction the numerator of which is the number of Lease Months remaining in the Lease Term at the time of Lease termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iii) all Rent to be paid by Tenant for the balance of the Lease Term as if the Lease had not been terminated, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the termination, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord's efforts to mitigate will not be deemed unreasonable if by way of example and not

limitation (A) Landlord rents other vacant space in the building before the Premises, (B) rejects a proposed tenant who is already a tenant in the Building, (C) a proposed tenant is not commercially acceptable, or (D) Landlord relets the Premises for less than the stated Rent.

- c) **Termination of Possession.** If Landlord terminates Tenant's possession without terminating the Lease, Tenant shall pay to Landlord (i) all Rent and other amounts accrued under the Lease to the date of termination of possession, including Late Fees and Default Rate interest charges, (ii) to the extent not recovered by Landlord pursuant to section 14(c)(iv), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (iii) the Reletting Expenses, multiplied by that fraction the numerator of which is the number of Lease Months remaining in the Lease Term at the time of possession termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iv) all Rent to be paid by Tenant for the balance of the Lease Term subsequent to the date of judgment, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the judgment, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord may, but shall not be obligated to (except as may be required by law), relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are reasonably acceptable to Landlord. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent reasonably necessary or desirable. If the Premises are (A) not relet, or (B) relet and the consideration realized after payment of all Landlord's Reletting Expenses, is insufficient to satisfy the payment when due of Rent reserved under this Lease for any monthly period, then Tenant shall pay Landlord upon demand any such deficiency monthly. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.
- d) **Landlord's Entry.** In the event of a Tenant Default, Landlord may, at Landlord's option, with order of court enter into the Premises, remove Tenant's property, fixtures, furnishings, signs and other evidences of tenancy, and take and hold such property; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent for the full Lease Term or from any other obligation of Tenant under this Lease. Any and all property removed from the Premises by Landlord pursuant to the authority of the Lease or law, may be handled, removed or stored by Landlord at the risk and cost of Tenant, and Landlord shall not be responsible for its preservation or safekeeping in the absence of gross negligence or willful misconduct. Tenant shall pay Landlord, upon demand, any and all expenses incurred by Landlord in the removal and storage of such property. Any such property of Tenant not redeemed by Tenant within 30 days after the Termination Date, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.
- e) **Landlord's Lien.** In addition to any statutory lien for rent in Landlord's favor, Tenant grants to Landlord a continuing security interest for all Rents and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated on the Premises (and all proceeds of any insurance that may accrue to Tenant by reason of the destruction or damage of that property), and such property shall not be removed without the consent of Landlord until all arrearage in Rent then due to Landlord hereunder

shall first have been paid and discharged any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

- f) **Waiver of Trial by Jury.** In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant each hereby expressly waives trial by jury in any action, proceeding or counterclaim brought by either party against the other and any right to a trial by jury under any law, statute, regulation, rule or public policy in connection with any matter whatsoever arising out of or relating in any way to this Lease.
- g) **Jurisdiction.** To the full extent permitted by law, Landlord and Tenant agree that the Lease shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles and the federal and state courts of Illinois in the forum of Landlord's choice.
- h) **Bankruptcy.** The following provisions shall apply in the event of the bankruptcy or insolvency of Tenant.
  - i. **Lease Assumption.** In connection with any proceeding under the Bankruptcy Code where Tenant as debtor-in-possession or Tenant's trustee (the "Electing Party") elects to assume this Lease, such election shall be made within 30 days of the bankruptcy filing without any extension of the election period and may only be made upon compliance with the provisions of (1) and (2) below, which conditions Landlord and Tenant acknowledge to be commercially reasonable.

1. Any election to assume this Lease under the Bankruptcy Code must provide for the Electing Party to cure or provide to Landlord adequate assurance that it will cure all monetary defaults under this Lease within 15 days from the date of assumption and it will cure all non-monetary defaults under this Lease within 30 days from the date of assumption.

2. If the Electing Party has assumed this Lease or elects to assign Tenant's interest under this Lease to any other person, such interest may be assigned only if the intended assignee has provided adequate assurance of future performance, of all of the obligations imposed on Tenant under this Lease. For the purposes hereof, "adequate assurance of future performance" means that each of the following conditions has been satisfied: (a) The assignee has submitted a current financial statement, certified by its chief financial officer, which shows a net worth and working capital in amounts sufficient to assure the future performance by the assignee of Tenant's obligations under this Lease; and (b) Landlord has obtained consents or waivers from any third parties which may be required under a lease, mortgage, or other agreement by which Landlord is bound, to enable Landlord to permit such assignment.

3. Landlord's acceptance of rent or any other payment from any trustee, receiver, assignee, or other entity will not waive, the requirement of Landlord's consent, Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent, or Landlord's claim for any amount of Rent due from Tenant.

ii. **Lease Rejection.** In the event the Electing Party elects to reject this Lease then Landlord shall immediately be entitled to possession of the Premises without further court order or obligation to Tenant or the trustee.

- 12. SURRENDER OF PREMISES.** Upon the Termination Date, Tenant shall surrender and vacate the Premises immediately and deliver possession to Landlord in a clean, good and tenantable condition, ordinary wear and tear, casualty, fire and damage caused by Landlord excepted. Tenant shall deliver to Landlord all keys to the Premises. Tenant shall remove from the Premises all personal property, Tenant's trade fixtures, all cables and, where Landlord requires, all wiring installed above the ceiling for Tenant's use, and all equipment, cables and wiring for any computer network or telecommunication or security systems. Tenant shall also, subject to Section 7(c) remove such Tenant Additions as required by Landlord. Tenant immediately shall repair all damage resulting from removal of any of Tenant's property, furnishings or Tenant Additions and shall close all floor, ceiling and roof openings. If any of the Tenant Additions involved the lowering of ceilings, raising of floors or the installation of specialized wall or floor coverings or lights, then Tenant shall also be obligated to return such surfaces to their condition prior to the commencement of this Lease. In the event Tenant shall fail to remove those items described above they shall be conclusively presumed abandoned by Tenant and Landlord may, (but shall not be obligated to), at Tenant's expense, remove any of such property and store, sell or otherwise deal with such property as provided in Section 14(d), including the waiver and indemnity obligations provided in that Section. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in removing any of Tenant Additions and in restoring the Premises to the condition required by this Lease at the Termination Date.
- 13. HOLDING OVER.** Tenant shall pay Landlord the greater of (i) 150% of the monthly Rent payable for the month immediately preceding the holding over (including increases for Additional Rent which Landlord may reasonably estimate) or, (ii) 150% of the monthly fair market rental value of the Premises as reasonably determined by Landlord for each month or partial month that Tenant retains possession of any portion of the Premises after the Termination Date. Tenant shall also pay all damages sustained by Landlord by reason of such retention of possession, including but not limited to consequential damages. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord and Tenant's continued occupancy of the Premises shall be as a tenancy in sufferance.
- 14. RULES AND REGULATIONS.** Tenant agrees for itself and for its subtenants, employees, agents, and invitees to comply with any attached rules and regulations and with all reasonable modifications and additions that Landlord may make from time to time provided that any such rules and regulations do not materially conflict with the terms and provisions of this Lease. In the event of such conflict, the terms and provisions of the Lease shall control. Nothing in this Lease shall impose upon Landlord any duty or obligation to enforce the rules and regulations as set forth or as hereafter adopted, or the terms, covenants or conditions of any other lease as against any other tenant, and Landlord shall not be liable to the Tenant for violation of the rules and regulations by any other tenant, its servants, employees, agents, visitors or licensees. Landlord shall use reasonable efforts to enforce the rules and regulations of the Building in a uniform and non-discriminatory manner. Tenant shall pay to Landlord all damages caused by Tenant's failure to comply with the provisions of this Section and shall also pay to Landlord as Additional Rent an amount equal to any increase in insurance premiums caused by such failure to comply.
- 15. LANDLORD RESERVED RIGHTS.** Landlord reserves the following rights exercisable without notice to Tenant and without liability to Tenant for damage or injury to persons, property or business and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for offset or abatement of Rent: (i) to change the Building's name or street address upon 30 days' prior written notice to Tenant, (ii) to install, affix and maintain all signs on the exterior and interior of the Building, (iii) to designate and approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from



the exterior of the Premises, (iv) upon reasonable notice to Tenant, to display the Premises to prospective purchasers at reasonable hours at any time during the Lease Term and to prospective tenants at reasonable hours during the last 12 months of the Lease Term or during any period of time when a Default has occurred and is continuing, (v) to grant to any party the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the purpose permitted hereunder, (vi) to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, washrooms or public portions of the Building, and to close entrances, doors, corridors, elevators or other facilities, provided that such action shall not materially and adversely interfere with Tenant's access to the Premises or the Building, (vii) to constantly have pass keys to the Premises, (viii) to close the Building after Standard Operating Hours except that Tenant and its employees shall be entitled to admission at all times, under such regulations as Landlord prescribes for security purposes, and (ix) to make alterations, contractions, expansions or additions to the Building or Property provided, that no such changes shall materially alter the size of the Premises (However, the Rentable Area of the Building and Tenant's Proportionate Share may be equitably adjusted to reflect the change in circumstance) or deny reasonable ingress to and egress from the Premises. By executing this Lease, Tenant consents to a change in Tenant's Proportionate Share caused by any alteration, expansion or addition to the Building.

**16. RELOCATION.** Landlord may, at Landlord's expense, relocate Tenant within the Building to space, which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of the Lease shall remain in full force and shall apply to the relocation space.

**17. NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and addressed to the parties at the address specified in the Lease Schedule and (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, (ii) hand delivered to the intended addressee, (iii) sent prepaid via a nationally recognized overnight delivery service, or (iv) sent by facsimile transmission, followed by a confirmatory letter. All notices shall be deemed served: (A) three days after deposit in the United States Mail, (B) the date of facsimile transmission or actual service, or (C) one business day after deposit with a nationally recognized overnight delivery service, as the case may be. The parties may change their addresses by giving notice to the other.

**18. MISCELLANEOUS.**

- a) **Option.** This Lease shall not become effective as a lease or otherwise until executed and delivered by both Landlord and Tenant. The submission of the Lease to Tenant does not constitute a reservation of or option for the Premises. The submission of a Tenant signed Lease to Landlord shall constitute an irrevocable offer on the part of Tenant in effect for 30 days to lease the Premises on the terms and conditions herein contained.
- b) **Tenant Authority.** Tenant represents and warrants to Landlord that it has full authority and power to enter into and perform its obligations under this Lease, that the person executing this Lease has full power to do so, and that no third party consent or authorization is necessary.

- c) **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that (i) neither Tenant (nor any person or entity that directly owns a 10% or greater equity interest in Tenant), nor its officers, directors, members or employees is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under Executive Order 13224 (the “Executive Order”) signed on September 24, 2001, and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental action (ii) that Tenant’s activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “Money Laundering Act”), and (iii) throughout the Term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act. In addition, Tenant shall provide Landlord with a certificate or other evidence reasonably acceptable to Landlord of Tenant’s continuing compliance with this paragraph. Tenant shall indemnify and hold the Indemnitees harmless from any and all losses, costs, claims and liabilities (including without limitation court costs and attorneys’ fees), arising from Tenant’s breach of this paragraph. If any action or proceeding is brought against an Indemnitee by reason of any such claim, Tenant upon notice from Landlord will defend the claim at Tenant’s expense with counsel reasonably satisfactory to Landlord. This indemnification will survive the expiration or termination of this Lease.
- d) **Entire Agreement.** This Lease and the attached Exhibits and Riders contain the entire agreement between Landlord and Tenant concerning the Premises. There are no other agreements, either oral or written, and no other representations or statements, either oral or written, on which Tenant has relied. This Lease shall not be modified, except by written instrument signed by Landlord and Tenant. This Lease is for the sole benefit of Landlord and Tenant, and no third party shall be deemed a third party beneficiary.
- e) **Landlord’s Obligations on Sale of the Building.** The sale or transfer of the Building shall relieve Landlord of all Lease obligations accruing or to be performed after the sale or transfer date, provided the buyer or transferee specifically assumes Landlord's obligations.
- f) **Binding Effect.** This Lease binds and inures to the benefit of Landlord and Tenant and their respective representatives, successors and permitted assigns.
- g) **Captions.** Section headings shall not limit or construe the contents of the sections.
- h) **Severability.** The illegality, invalidity, or unenforceability of any provision of this Lease under present or future Laws, shall not affect the remainder of this Lease. In lieu of such provision, a clause as similar as possible while still legal, valid and enforceable shall be substituted.
- i) **No Merger.** The leasehold estate shall not merge with the fee estate for any part of the Premises if the same entity holds directly or indirectly any interest in this Lease and any interest in the fee estate.
- j) **Abandonment.** If Tenant vacates the Premises but otherwise complies with all terms, covenants and conditions of this Lease, Landlord may (i) enter into the Premises to show the space to prospective tenants, (ii) reduce the services provided to Tenant to such levels as Landlord reasonably determines adequate for an unoccupied premises, and (iii) during the last six (6) months of the Lease Term, prepare the Premises for occupancy by another tenant upon the end of the Lease Term. Tenant expressly

acknowledges that absent written notice from Tenant, none of the foregoing acts or any other act of Landlord shall constitute a termination of Tenant's right to possession or an acceptance of Tenant's surrender of the Premises, and the Lease shall continue in effect.

- k) **Landlord's Right to Perform Tenant's Duties.** If Tenant fails to timely perform any necessary maintenance to the tenant space under this Lease, Landlord shall have the right (but not the obligation), to perform such maintenance on behalf and at the expense of Tenant without prior notice to Tenant. All expenses incurred by Landlord in performing such maintenance shall be Additional Rent due and payable upon demand by Landlord with a 15% surcharge to defray Landlord's supervision and overhead expenses. Tenant releases Landlord from any liability, loss or damage to Tenant arising from Landlord's performance of tenant space maintenance pursuant to this paragraph. Landlord's entry into the Premises pursuant to this paragraph shall not constitute an eviction.
- l) **Landlord's Title.** Nothing in this Lease shall empower Tenant to do any act that may encumber the title of Landlord, which shall at all times remain paramount to the title of Tenant. This Lease does not grant any rights to light or air over the Property.
- m) **Consent.** Whenever Landlord or Tenant's consent is required hereunder, unless specifically provided otherwise, such consent shall not be unreasonably withheld, conditioned or delayed.
- n) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth in Lease Schedule.

LANDLORD:

VILLAGE OF ARLINGTON HEIGHTS

By: Thomas W. Aayes

Name: THOMAS W. AAYES

Title: Village President

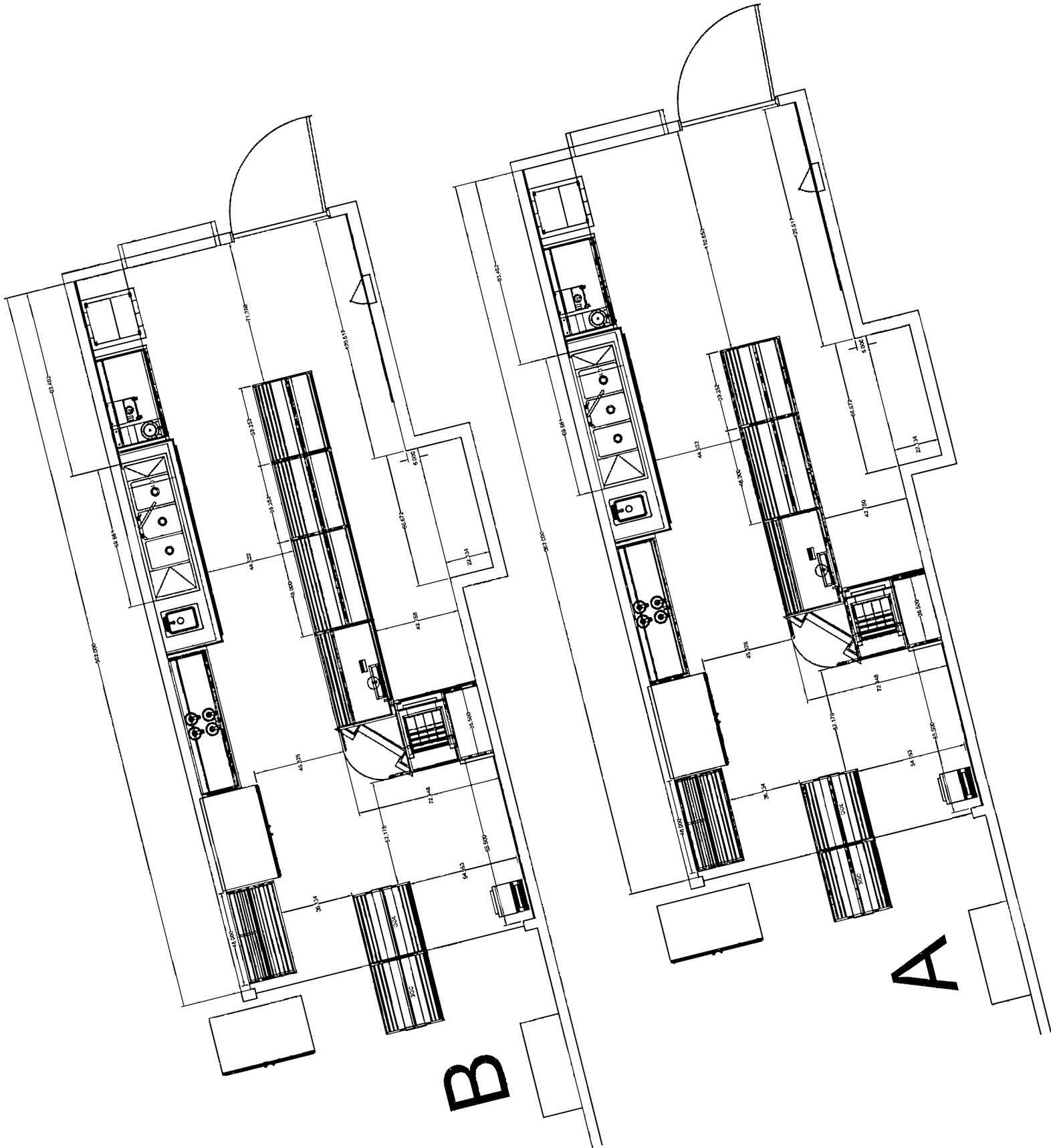
TENANT:

SHREE NEELKANTH INC

By: Dilip J. Patel

Name: DILIP J. PATEL

Title: OWNER



**B**

**A**