

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE LEASE AGREEMENT
WITH SHREE NEELKANTH, INC.
(Downtown Train Station)

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

WHEREAS, the Village and Shree Neelkanth, Inc., an Illinois corporation ("*Tenant*"), are parties to a lease for the operation by the Tenant of a convenience store and coffee shop on a portion of the Property ("*Lease Agreement*"); and

WHEREAS, the Village desires to amend the Lease Agreement to allow the Tenant to install and operate an automated teller machine and a vending machine on the Property according to the terms, provisions, and conditions of a first amendment thereto ("*First Amendment*"); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the First Amendment with the Tenant;

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

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF FIRST AMENDMENT. The President and Board of Trustees hereby approve the First Amendment with the Tenant in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF FIRST AMENDMENT. The Village Board hereby authorizes and directs the Village President to execute, on behalf of the Village, the First Amendment upon receipt by the Village Clerk of at least one original copy of the First Amendment executed by Tenant; provided, however, that if the executed copy of the First Amendment is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this Ordinance will, at the option of the Village Board, be null and void.

SECTION 4. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES: BALDINO, LABEDZ, GRASSE, SHIRLEY, SCHWINGBECK, DUNNINGTON,
TINAGLIA, BERTUCCI, HAYES

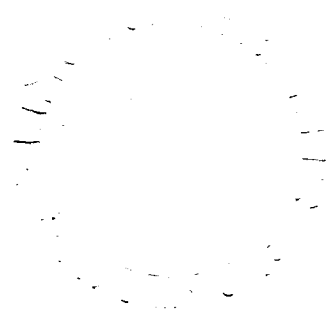
NAYS:

PASSED AND APPROVED THIS 2 day of October 2023.

Thomas W. Ayala
Village President

ATTEST:

Rebecca Hume
Village Clerk



**FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE VILLAGE OF
ARLINGTON HEIGHTS AND SHREE NEELKANTH, INC**

THIS IS A FIRST AMENDMENT ("*First Amendment*"), dated as of 10/2, 2023 ("*Effective Date*"), to that certain Lease Agreement commencing January 1, 2021 ("*Lease*") by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois municipal corporation ("*Village*" or "*Landlord*"), and **SHREE NEELKANTH, INC** ("*Tenant*") (each a "*Party*" and collectively, the "*Parties*").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. RECITALS.

A. The Village owns the property commonly known as the Downtown Train Station in the Village of Arlington Heights ("*Property*").

B. The Village and Tenant entered into the Lease to allow Tenant to lease and operate a convenience store and coffee shop a portion of the Property ("*Premises*").

C. The Village and Tenant now desire to amend the Lease to allow Tenant to install and operate an automated teller machine and a vending machine near the Premises.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Lease.

B. **Rules of Construction.** Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Lease remain unchanged and in full force and effect. In the event of a conflict between the text of the Lease and the text of this First Amendment, the text of this First Amendment controls.

SECTION 3. AMENDMENTS.

Section 4(b) of the Lease, titled "Additional Uses of Building," is added as follows:

b) **Additional Use of Building.** Landlord permits the following additional uses of the Building, subject to the terms and conditions of this Lease:

i. **Automated Teller Machine.** Tenant may install and use one automated teller machine ("*ATM*"). The ATM must be located where depicted in a Landlord-approved floor plan and elevation within the Common Area that is both within 10 lineal feet of the Premises and is in a location that does not to impede pedestrian mobility. Tenant is solely responsible for all costs associated with the ATM including, without limitation, its installation, maintenance, repair, and removal. Prior to installation of the ATM, Tenant must provide Landlord with insurance acceptable to the Landlord, in its sole discretion, with coverage for all potential costs, losses, and damages that Landlord, the Premises, the Common Area, or the Building could incur related in any manner to the ATM. Landlord will, at Tenant's cost, provide electric and internet lines and service to the ATM. Tenant will pay the costs

of installation, maintenance, repair, removal, and usage of the electric and internet lines. In order to accommodate the ATM, Tenant must, at its cost, relocate the cabinets identified by Landlord to the Tenant's space storage area. Tenant must remove the ATM and restore the Common Area, at Tenant's cost, when and as directed by Landlord.

ii) **Vending Machine.** Tenant may install and use one vending machine following Tenant's submittal of a vending machine license application and its approval by Landlord. The vending machine must be located where depicted in a Landlord-approved floor plan and elevation within the Common Area immediately adjacent to the Premises. The vending machine must (a) not exceed 40 inches in width and 34 inches in depth, (b) be secured to an adjacent wall in a manner approved by the Landlord, and (c) placed in a location that does not impede pedestrian mobility. Tenant is solely responsible for all costs associated with the vending machine including, without limitation, its installation, maintenance, repair, and removal. Prior to installation of the vending machine, Tenant must provide Landlord with insurance acceptable to the Landlord, in its sole discretion, with coverage for all potential costs, losses, and damages that Landlord, the Premises, the Common Area, or the Building could incur related in any manner to the vending machine. Landlord will, at Tenant's cost, provide an electric line and electric service to the vending machine. Tenant will pay the costs of installation, maintenance, repair, removal, and usage of the electric line. In order to accommodate the vending machine, Tenant must, at its cost, relocate the cabinets identified by Landlord to the Tenant's space storage area. Tenant must remove the vending machine and restore the Common Area, at Tenant's cost, when and as directed by Landlord.

SECTION 4. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Corporate Authorities; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By Tenant. Tenant hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Tenant; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

Rebecca Hume
Rebecca Hume, Village Clerk

VILLAGE OF ARLINGTON HEIGHTS

By: Thomas W. Hays
Its: Village President

ATTEST:

By: Kondra J. Maher
Its: Admin. Assist.

SHREE NEELKANTH, INC.

By: Dilip J. Patel
Its: owner

