

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

THIS IS A SECOND AMENDMENT (“*Second Amendment*”), dated as of _____, 2024 (“*Effective Date*”), to that certain Lease Agreement commencing January 1, 2021, as amended by that certain First Amendment dated October 2, 2023 (as amended, the “*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 Second 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 reduce the rent payable by Tenant through the remaining initial Lease term from \$450 to \$350.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

B. **Rules of Construction.** Except as specifically provided in this Second 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 Second Amendment, the text of this Second Amendment controls.

SECTION 3. AMENDMENTS.

Section L of the “Lease Schedule” in the Lease, titled “Monthly Base Rent,” is amended as follows, with additions **bold and double-underlined** and deletions ~~struck through~~:

Upon reopening, first 4 months \$0. Next 20 months \$300.00. Remaining 3 years, ~~\$450.00~~
through May 31, 2024, and \$350.00 as of June 1, 2024. If the option to extend for a
second 5 year term is exercised then ~~the~~ rent shall be increased by 5% ~~to~~ **\$472.50.**

SECTION 4. REPRESENTATIONS.

A. **By the Village.** The Village hereby represents and warrants that: (1) the persons executing this Second 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 Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second 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 Second 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 Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second 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:

VILLAGE OF ARLINGTON HEIGHTS

Rebecca Hume, Village Clerk

By: _____

Its: Village President

ATTEST:

SHREE NEELKANTH, INC.

By: _____

By: _____

Its: _____

Its: _____