



NRT

COLDWELL BANKER COMMERCIAL NRT EXCLUSIVE LEASING AGREEMENT

Date: 8/15/2013

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In consideration of the services to be performed by Coldwell Banker Commercial NRT ("Broker"), and the commissions to be paid by Village of Hanover Park ("Lessor"), the parties agree that Broker shall have the exclusive right to lease Lessor's property upon the following terms and conditions:

SECTION 1. PROPERTY INFORMATION:

6602 - 6794 Barrington Rd Street
Hanover Park IL 60133 Cook ("Property")
City State Zip County

Property will be leased at Lessor's discretion at not less than: \$ 8/sf NNN
Permanent real estate tax ID# (PIN) 06364060040000 & 06364060050000 Building Size 114,750
Type of Property Retail-Neighborhood Center Current Zoning B-2

In consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, the undersigned Lessor grants to you, Broker, the exclusive right to lease all rentable space available in the Property from the date of this Agreement until expiration of One (1) Year (365 days) at which time this Agreement shall automatically terminate. This Agreement can only be terminated prior to the termination date by written agreement of the parties.

SECTION 2. DESIGNATED AGENT:

Broker designates Randolph Taylor & Chris Surico ("Lessor's Designated Agent"), a sales associate(s) associated with Broker as the only legal agent(s) of Lessor. Broker reserves the right to name additional designated agents when in Broker's discretion this is necessary. If additional designated agents are named, Lessor shall be informed in writing within a reasonable time. Lessor acknowledges that Lessor's Designated Agent may from time to time have another sales associate, who is not an agent of the Lessor, provide support in the marketing of Lessor's Property. Lessor understands and agrees that this Agreement is a contract for Broker to market Lessor's Property, and that Lessor's Designated Agent will be primarily responsible for the direct marketing and leasing of Lessor's Property. Lessor authorizes Broker and Lessor's Designated Agent to disseminate information about the Property through any multiple listing service, database, or internet site in which Broker is a participant or has access. Lessor reserves the right to terminate this agreement on 30-days written notice to Broker if neither of the above Designated Agents are assigned to Lessor on a continuous active status.

SECTION 3. COMMISSIONS:

(A) In the event a lease is executed by Lessor and Lessee for space in the Property, Lessor agrees to pay and Broker does hereby agree to accept as the commission for services rendered in connection with the lease, a commission equal to 8% of the first lease year's base rent less any rent abatement & 6% of each subsequent lease year's base rent for the initial lease term (min 5-yrs) not to exceed 10 years in aggregate of the 1st and subsequent yrs. Notwithstanding the foregoing, in the event Lessee is represented by a cooperating Broker, Lessor shall pay a total commission of one hundred fifty percent (150%) of the commission as set forth above, thereof and said total commission shall be split between the cooperating broker and Broker in such amount as has been agreed to by and between Broker and cooperating broker, on a 50/50 basis.

All commissions due shall be paid in full by Lessor to Broker upon lease execution by both Lessee and Lessor.

(B) Notwithstanding any provision of this Agreement to the contrary, no lease commissions shall be payable in any event unless and until final negotiations of all lease terms have been fully consummated and the lease has been fully executed by Lessor and by Lessee. This Agreement shall not be construed to require Lessor to accept any particular lessee, subtenant or assignee or execute any particular lease or sublease, such acceptance and execution to be in the sole and absolute discretion of Lessor at all times.

(C) If Lessor or any of its individual owners, partners, or agent should initiate or procure a lease of any space in the Property, during the term of this Agreement or within a protection period of 90-days following the term of this Agreement, or any extensions thereof to a tenant who was introduced, offered or shown the Property during the term of this agreement, Broker shall be entitled to its full commission as set forth herein.

(D) In the event that this Agreement is terminated, Lessor shall pay Broker commissions in full on all leases executed prior to the date of such termination or within a protection period of 90-days following such termination for any prospective Lessees introduced, offered or shown the property by Broker during the term of this Agreement.

(E) Broker shall also be entitled to its full commissions as set forth herein, for the expansion (within existing lease term) & lease extensions (for additional square footage) of existing tenants throughout the term of this Agreement.

(F) The following prospects, as listed in Exhibit 1 "Exclusion List", shall be excluded from any leasing commission.

SECTION 4. COOPERATING BROKERS:

Broker shall cooperate with and encourage other brokers to secure tenants for the Property.

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66 SECTION 5. POSSIBILITY OF DUAL AGENCY:

67 Lessor is hereby informed and understands that as part of Broker's real estate business, Broker from time to time enters into representation
68 agreements with Lessees, and, as such, may designate certain of its sales associates as Exclusive Lessee's Agents for the purpose of showing and
69 negotiating the leasing of real estate listed with Broker. Lessor desires that Broker include Lessor's Property in offering same to any such
70 potential Lessee. Lessor understands that, in such a situation, certain conflicts of interest may arise when both Lessor's and Lessee's designated
71 agents associated with Broker are the same designated agent for both Lessor and Lessee since Lessor and Lessee have different interests to
72 protect in the negotiation process. In consideration of Broker's Agreement to show Lessor's Property to such prospective Lessee, Lessor hereby
73 consents in advance to this "Dual Agency," and Lessor agrees, consents, and acknowledges that Lessor is relinquishing and waiving the right to
74 the highest degree of undivided loyalty and fiduciary responsibility from both Broker and Designated Agent in that transaction and also agrees
75 that under such circumstances the following provisions shall govern Broker's actions:

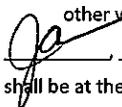
76 (a) Broker will represent both Lessor and Lessee.

77 (b) As to any such property, Lessor and Lessee shall negotiate on their own behalf with assistance of Broker. Broker as well as both
78 Designated Lessor and Lessee Agents shall not serve as either Lessor's or Lessee's Exclusive Broker and shall instead assume a role as an
79 intermediary or facilitator to assist both Lessor and Lessee in the transaction.

80
81 (c) Broker shall not disclose to Lessee, unless specifically authorized in writing by Lessor, the willingness of Lessor to accept a lower rent
82 or other terms, facts relating to the urgency of Lessor's need to lease the property, facts affecting the value of the property, the
83 length of time that the property has been on the market and other offers or counteroffers that have been made on the property and
84 on the most favorable terms.

85 (d) Broker shall not disclose to the Lessor, unless specifically authorized in writing by Lessee, any information about the ability or the
86 willingness of the Lessee to pay more for the property, the Lessee's ability to obtain the property for the lowest rent and on the
87 most favorable terms.

88 (e) Broker shall not disclose to Lessor or Lessee without the consent of either Lessor or Lessee personal confidences concerning each
89 other which might place one party at a disadvantage with the other.

90  Seller agrees to dual agency if it should become appropriate. Commission to Broker (when acting as a Dual Agent)
91 shall be at the rate described in Sec. 3.A. and not subject to a 150% rate.

92 SECTION 6. BROKER'S DUTIES: Broker, through the designated agent, will provide, at a minimum, the following services: (1) accept delivery of
93 and present to the Lessor offers and counteroffers to lease the Property; (2) assist the Lessor in developing, communicating,
94 negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease agreement is
95 signed and all contingencies are satisfied or waived; and (3) answer the Lessor's questions relating to the offers, counteroffers, notices, and
96 contingencies.

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98 SECTION 7. DISCRIMINATION:

99 THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY, SELL OR LEASE LESSOR'S
100 PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR
101 MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, ORDER
102 OF PROTECTION STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO
103 COMPLY WITH ALL APPLICABLE FEDERAL STATE AND LOCAL FAIR HOUSING LAWS.

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105 SECTION 8. OTHER OBLIGATIONS OF THE LESSOR:

106 (A) Lessor will promptly reimburse Broker for any money expended by Broker for the promotion and/or advertising for space in the
107 building provided, however, that Broker shall first have obtained prior written approval of the Lessor for any such expenditures.

108 (B) Lessor shall refer promptly to Broker all calls and inquiries for lease of the Building, whether from prospective Lessees or real estate
109 brokers, immediately upon receiving such inquiries.

110 (C) Lessor shall provide a standard lease form to be used by Broker exclusively in leasing space in the Building, which lease form may be
111 modified at any time by Lessor in its sole and absolute discretion.

112 (D) Said expenses in Sec 8 (A) above shall not exceed \$2,500 for the term of this agreement unless otherwise approved in writing by Lessor.

113 SECTION 9. INSURANCE:

114 Lessor shall, at its own expense, maintain general public liability insurance covering Broker as an insured against claims of bodily injury or death
115 occurring upon, in or about the Building, including any elevators or escalators therein, and on, in or about the adjoining passageways, such
116 insurance to afford protection of not less than \$1,000,000.00 for injury or death in any one occurrence, and not less than \$1,000,000.00 for
117 injury for death in the aggregate and for property damage of not less than \$1,000,000.00

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119 SECTION 10. HOLD HARMLESS:

120 Lessor shall undertake the defense of and hold Broker harmless from claims, suits or proceedings which may be brought against Broker arising
121 from

122 (a) the failure or inability of Lessor for any reason whatsoever, to deliver possession to any Lessee of the space rented by such Lessee in
123 the Building pursuant to the terms of such Lessee's lease.

124 (b) breach of Lessor's covenant contained in any lease of space in the Building and

125 (c) defects in the construction of the Building or in the installation or operation of the mechanical equipment therein.

126 (d) Broker shall promptly give written notice to Lessor in the event that any claims, actions, suits or proceeding are filed and brought
127 against Broker, and Lessor, at its sole expense, shall defend any such actions, suits, claims or proceedings with counsel selected by
128 Lessor.

129 (e) Damages for any fault or breach of this Agreement on the part of the Broker and/or Designated Agent shall be limited to the amount
130 of the commission that the Broker actually received.

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132 SECTION 11. ENTIRE AGREEMENT:

133 This agreement contains the entire understanding of the parties, and it may not be changed, rescinded or modified orally, but only by a written

134 instrument duly signed by the parties hereto.

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136 SECTION 12. NOTICES:

137 Any notice required hereunder shall be in writing and delivered to the following addresses:

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139 If to Lessor: Village of Hanover Park
140 2121 Lake Street, Hanover Park, IL 60133
141 Attn: Village Manager, Juliana Maller

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145 If to Broker: Coldwell Banker Commercial NRT
146 2215 Sanders Rd., Suite 350, Northbrook, IL 60062
147 Attn: Commercial Director

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149 This contract may be executed in multiple copies and Lessor's signature hereon acknowledges that Lessor has received a copy and has
150 authority to lease the Property.

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152 COLDWELL BANKER RESIDENTIAL REAL ESTATE LLC

153 d/b/a COLDWELL BANKER COMMERCIAL NRT

154 Amber Shumko 9-12-13

156 Broker GBCNRT Date

157 Office Ch. A. [Signature]

158 Designated Agent Date

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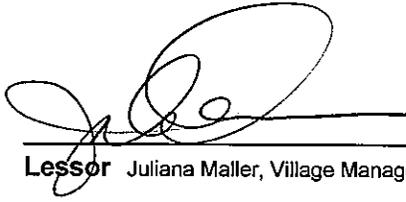
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Lessor Juliana Maller, Village Manager Date 8/15/2013

Email jmaller@hpil.org

Lessor Date

Email

AMENDMENT A: Exclusion List

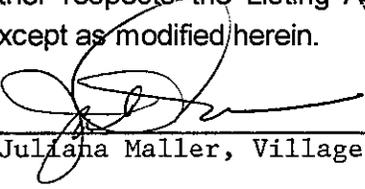
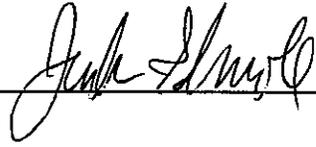
WHEREAS, an Exclusive Listing Agreement exists between **Village of Hanover Park** (Lessor) and **Coldwell Banker Commercial NRT** (Broker) dated August 15, 2013 (hereinafter referred to as "Listing Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, IT IS AGREED AS FOLLOWS:

1. The following businesses and/or individuals (hereinafter referred to as "Exclusion List") shall be excluded from this Listing Agreement. In the event a lease agreement is executed between those on the Exclusion List and Lessor prior to the expiration of the exclusion, no leasing commissions shall be due Broker. Said leases shall be limited to the total square footage stated below for each.

<u>Business/Individual</u>	<u>Square Footage</u>	<u>Expiration of Exclusion</u>
Workforce Center	10,900 sf	Term of Agreement
OZ Dance Studio	2,500 SF	Term of Agreement

In all other respects the Listing Agreement referred to above shall remain in full force and effect except as modified herein.

Lessor:  Broker: 
Juliana Maller, Village Manager

Lessor: _____ Broker: _____

Date: 8/15/2013 Date: 9-12-13