

3rd LEASE EXTENSION AGREEMENT

This 3rd Lease Extension Agreement is made and entered into this 5th day of April, 2012, by and between the Village of Hanover Park, an Illinois municipal corporation ("Sublessor") and Robert France, a sole proprietor ("Sublessee").

Witnesseth:

WHEREAS, the Sublessor and Sublessee entered into an *Operation and Maintenance Sublease Agreement* dated July 1, 2004, and *Amendment No. 1*, approved March 17, 2005, both together ("the Agreement") for the lease of a portion of the Hanover Park train station ("the premises") for food and beverage sales by Sublessee for a term of three (3) years on the terms and conditions contained in the Agreement; and

WHEREAS, Sublessee had sought and Sublessor provided an extension of the Agreement on two occasions: the first dated August 16, 2007, which extension expired on June 30, 2009; and the second dated October 15, 2009, which extension expired on June 30, 2011; and from said last date, Sublessee has been operating (under the terms of the sublease agreement) on a month to month basis; and

WHEREAS, Sublessor or Sublessee have mutually decided that it is in their mutual interests to revive and further extend the Agreement together with a continued adjustment of rent in return for services as hereinafter provided; now, therefore,

IN CONSIDERATION of the covenants and agreements contained in this 3rd Lease Extension Agreement the Sublessor and Sublessee agree as follows:

1. The *Operation and Maintenance Sublease Agreement* and *Amendment No. 1* for the premises is incorporated by reference and made a part of this 3rd Lease Extension Agreement as though set forth in full.

2. Anything contained in the Agreement to the contrary notwithstanding, the *Operation and Maintenance Sublease Agreement* is amended as follows:

(a) The Agreement is revived and the term shall be extended for two (2) years commencing April 1, 2012, and expiring March 31, 2014, unless terminated sooner by the stated provisions.

(b) Paragraph 3., Rent, of the *Operation and Maintenance Sublease Agreement* is modified by adding a new subparagraph (d) as follows:

(d) At Sublessor's option, which shall be exercised in letter form by the Village Manager delivered to Sublessee, Sublessee will substitute for the monthly rent, the daily cleaning of the train station depot. The daily cleaning (not less than five (5) times per week as specified by the Village Manager) shall be performed to the satisfaction of the Village Manager in his sole opinion. The Village

Manager, if not satisfied with the method, frequency, and/or quality of the cleaning may opt to return to the monthly rent, and require Sublessee to pay and whatever percentage of the past monthly rent that the Village Manager, in the Village Manager's sole opinion, would adequately compensate Sublessor for Sublessee's failure to adequately clean the depot to the standard of the Village Manager, provided that said rent amount shall not exceed the stated \$500 per month unless provided for elsewhere in the aforementioned 3rd Lease Extension Agreement.

- (c) All notices shall be in writing and deemed to have been served if sent by certified mail with proper postage prepaid to the respective addresses below and considered delivered on the first business day after deposit in the U.S. Mail:

Village of Hanover Park
2121 West Lake Street
Hanover Park, IL 60103
Attn: Village Manager

Robert France
85 Rosewood Drive
Roselle, IL 60172

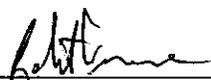
3. Except as modified here, all terms and conditions of the previous *Operation and Maintenance Sublease Agreement* and *Amendment No. 1* shall remain in full force for the term of this 3rd Lease Extension Agreement, as originally set forth.

IN WITNESS WHEREOF, the Sublessor and Sublessee have executed this 3rd Lease Extension Agreement on the day and year first written above.

SUBLESSOR
VILLAGE OF HANOVER PARK


By: Ronald Moser, Village Manager

SUBLESEE


By: Robert France