

**SECOND AMENDMENT TO
COMMERCIAL SUBLEASE**
(Vendor Space in Palos Park Commuter Train Station)

**Crooked Arrow Crossing, Inc. an Illinois
Corporation (hereinafter "SUBLESSEE")**

Palos Park, Illinois 60464

**Village of Palos Park, an Illinois Municipal
Corporation (hereinafter "SUBLESSOR")**

**8999 West 123rd Street
Palos Park, Illinois 60464**

THIS SECOND AMENDMENT TO COMMERCIAL SUBLEASE (hereinafter the "SECOND AMENDMENT") is made this 10th day of May, 2010, between the SUBLESSEE and the SUBLESSOR.

WITNESSETH

WHEREAS, as of May 10th, ~~1st~~ 2010, the SUBLESSEE assumed the remainder of a Commercial Sublease Agreement dated June 7th, 2006, (hereinafter the "Original Agreement") that was for the lease of certain commercial space at the Palos Park Commuter Train Station in Palos Park, Illinois, for the purpose of providing coffee, snacks and related commercial activity during weekday commuter hours; and

WHEREAS, as of June 22, 2009, the SUBLESSOR and the SUBLESSEE entered into the FIRST AMENDMENT TO THE COMMERCIAL SUBLEASE, (hereinafter the "First Amendment") that provided for the change of vendor to "Crooked Arrow Crossing," changing the term of the Original Agreement from a three-year term to a one-year term to expire June 21, 2010, changing the terms of the rent to be "free," allowing the SUBLESSOR to charge for utilities based on financial records of the SUBLESSEE, and changing the hours of operation to Monday through Friday, 5:00 a.m. to 11:00 a.m.; (the Original Agreement as amended by the First Amendment being hereinafter referred to as the "Revised Agreement").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the SUBLESSOR and SUBLESSEE agree as follows:

1. That Section 2 of the Revised Agreement, entitled "TERM," shall be amended to read in its entirety:

"2. TERM

2.1 Term. The term of this Sublease shall be from June 22, 2010 through June 21, 2011.

2.2 Delivery. This Sublease shall commence June 22, 2010.

2.3 Sublease Year. For the purpose of this Sublease, the term "Sublease Year" shall mean and refer to the period from June 22, 2010 through June 21, 2011.

2.4 Extension. Sublessee shall have the option to extend the term of this Sublease for another year-long period upon the same terms and conditions (except as to rent amount) as contained in this Sublease, only upon another amendment executed by the parties to this Sublease. The rent for each such period shall be determined by the SUBLESSOR and SUBLESSEE notwithstanding any other provisions contained within this Sublease."


2. That all other provisions of the Revised Agreement, that are not amended hereby, shall remain in full force and effect, to the extent that they do not contradict these amendments, as if set forth fully herein,

WITNESS the hands and seals of the SUBLESSOR and SUBLESSE, as of the date of this Second Amendment as stated above.

SUBLESSEE:


 (SEAL)
By: _____, its _____

SUBLESSOR:

 (SEAL)
John P. Mahoney, Mayor

ATTEST:

 (SEAL)
By: _____, its _____

 (SEAL)
Carol A. Bryson
Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John F. Mahoney, personally known to me to be the Mayor of the Village of Palos Park, and Carol A. Bryson, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14 day of May, 2010.

Commission expires December 8, 2010

Deborah E. Carroll
Notary Public



STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Pamela Lexow Basile and _____, are personally known to me to be the owner and _____ of Crooked Arrow Crossing, Inc., and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, and that they appeared before me this day in person and severally acknowledged that as such owner and _____ they signed and delivered the said instrument, and caused the corporate seal of said company to be affixed thereto, pursuant to authority given by the principals of said company, as their free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 10th day of May, 2010.

Commission expires March 12, 2012

Kathleen May
Notary Public

