
**VILLAGE OF HARWOOD HEIGHTS
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 20 - 20

**AN ORDINANCE APPROVING ENTRY INTO AND AUTHORIZING EXECUTION OF
A TEN-YEAR LEASE EXTENSION AGREEMENT WITH NAGLE REAL ESTATE
INC. FOR CERTAIN VILLAGE-OWNED REAL PROPERTY ADJACENT TO 4555
NAGLE AVENUE, HARWOOD HEIGHTS, ILLINOIS**

Passed by the Board of Trustees, December 10, 2020

Printed and Published December 10, 2020 in Pamphlet Form
By Authority of the Village Board of Trustees

**VILLAGE OF HARWOOD HEIGHTS
COOK COUNTY, ILLINOIS**

**ARLENE C. JEZIERNY, MAYOR
MARCIA L. POLLWY, VILLAGE CLERK**

**ANNETTE BRZEZNIAK-VOLPE
ANNA BRZOSOWSKI-WEGRECKI
ZBIGNIEW LEWANDOWSKI
THERESE SCHUEPFER
LAWRENCE STEINER
GIUSEPPE "JOE" ZERILLO**

I hereby certify that this document was
properly published in pamphlet form
by authority of the Board of Trustees
on the date stated above.


Village Clerk

VILLAGE OF HARWOOD HEIGHTS

ORDINANCE NO. 20 - 20

**AN ORDINANCE APPROVING ENTRY INTO AND AUTHORIZING EXECUTION OF
A TEN-YEAR LEASE EXTENSION AGREEMENT WITH NAGLE REAL ESTATE
INC. FOR CERTAIN VILLAGE-OWNED REAL PROPERTY ADJACENT TO 4555
NAGLE AVENUE, HARWOOD HEIGHTS, ILLINOIS**

WHEREAS, the Village of Harwood Heights (the “Village”) is an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and Laws of the State of Illinois; and

WHEREAS, the Village, as a home rule unit of government, may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Village previously entered into that certain lease dated May 1, 2001 by and between the Village and E&D Citgo Incorporated for property located adjacent to Nagle Real Estate Inc’s facilities located at 4555 N. Nagle, Harwood Heights, Cook County, Illinois 60706; and

WHEREAS, E&D Citgo Incorporated assigned its interest in the lease to Nagle Station, LLC; and

WHEREAS, Nagle Station, LLC subsequently assigned its interest in the lease to Nagle Real Estate Inc.; and

WHEREAS, the Village and Nagle Real Estate Inc. are mutually desirous of entering into a lease extension agreement providing for the continued lease of Village-owned real property located adjacent to Nagle Real Estate Inc’s facilities located at 4555 N. Nagle, Harwood Heights, Cook County, Illinois 60706, as more particularly described in the lease extension agreement; and

WHEREAS, the Village has the power to lease real property for any term not exceeding ninety-nine (99) years, 65 ILCS 5/11-76-1; and

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) hereby find and determine that entering into a lease agreement Nagle Real Estate Inc. for the leased premises in substantially the form attached hereto as Exhibit 1 (the “Lease Extension Agreement”) is in the best interest of the Village and will not interfere with any necessary, appropriate or required public use of the leased premises.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Harwood Heights, Cook County, Illinois, as follows:

SECTION 1. RECITALS. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

A. The Village President of the Village of Harwood Heights is authorized and directed to execute the Lease Extension Agreement substantially in the form attached hereto as Exhibit A, and such other documents as are necessary to carry out and give effect to the purpose and intent of this Ordinance.

B. The Village President, Village Clerk, and Village Attorney are hereby authorized and directed to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Ordinance.

SECTION 3. RESOLUTION OF CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

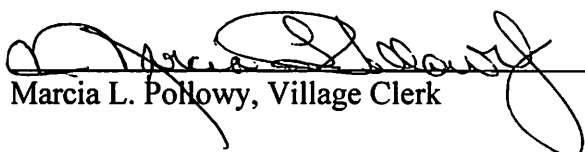
SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

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

Passed and Approved as amended this 10th day of December, 2020.


Mayor Arlene Jezierny

ATTEST:


Marcia L. Polnowy, Village Clerk

VOTES

AYES: Trustee Schuepfer, Steiner, Brzozowski-Wegrecki, Zerillo, Lewandowski

NAYS:

ABSENT: Trustee Brzezniak-Volpe

ABSTAIN:

Exhibit 1

LEASE EXTENSION AGREEMENT

[attached on following pages]

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT (the “*Lease*”) is entered into as of this 10th day of December, 2020 (the “*Effective Date*”), by and between the VILLAGE OF HARWOOD HEIGHTS (hereinafter, the “*Lessor*”), and NAGLE REAL ESTATE INC. an Illinois corporation (“*Lessee*”). Lessor and Lessee may be collectively referred to as the “*Parties*.”

RECITALS:

Whereas, Lessor entered into a lease agreement dated May 1, 2001 (the “*Original Lease*”) with E & D Citgo, Inc., an Illinois corporation (“*E & D*”) for certain real property depicted and described in **Exhibit A**, attached hereto, and by this reference made a part hereof (the “*Leased Premises*”). A copy of the Original Lease is attached hereto as **Exhibit B**; and

Whereas, on June 1, 2013, E & D assigned its interest in the Original Lease to Lessee pursuant to that Assignment and Assumption of Lease attached hereto as **Exhibit C**; and

Whereas, Lessee subsequently assigned its interest in the Original Lease to Nagle Real Estate Inc. pursuant to that Assignment and Assumption of Lease dated November 6, 2020 and attached hereto as **Exhibit D**; and

Whereas, the Original Lease, including all renewal terms, expires on April 30, 2021, but the Parties desire to extend the lease term for an additional ten (10) years on the same terms and conditions as the Original Lease except as otherwise provided herein; and

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. A new Paragraph shall be inserted before Paragraph 1 of the Original Lease, to read as follows:

Lessor leases to Lessee, and Lessee hereby lets from Lessor, that certain real property depicted and described on **Exhibit A**, attached hereto, and by this reference made a part hereof (the “*Leased Premises*”).

2. Paragraph 1 (“Term”) of the Original Lease shall be amended to read:

The term of this Lease shall be for a period of ten (10) years, commencing on May 1, 2021 (the “*Extension Commencement Date*”), and expiring at 11:59 p.m. on April 30, 2031 (the “*Extension Term*”).

3. Paragraph 2 (“Fixed Rent”) of the Original Lease shall be amended to read:

Lessee agrees to pay One Thousand Two Hundred and No/100 Dollars (\$1,200.00) on every anniversary of the Extension Commencement Date as Fixed Rent. The Parties understand and agree that Lessee shall tender the first such payment to Lessor within ten (10) days of the Effective Date.

4. Lessee's address for notice purposes as provided under Paragraph 12 of the Original Lease shall be:

Nagle Station, LLC

With a copy to:

5. Lessor's address for notice purposes as provided under Paragraph 12 of the Original Lease shall be:

Village of Harwood Heights
7300 W. Wilson Avenue
Harwood Heights, IL 60706
ATTN: Village President

With a copy to: Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
ATTN: Robert K. Bush

6. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Original Lease.
7. In the event of any conflict or inconsistency between the terms of this Lease Extension Agreement and the Original Lease, the terms of this Lease Extension Agreement shall govern and control.
8. Except as otherwise provided for in this Lease Extension Agreement, the Original Lease shall remain in full force and effect in accordance with the original terms of the Original Lease.
9. This Lease Extension Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be

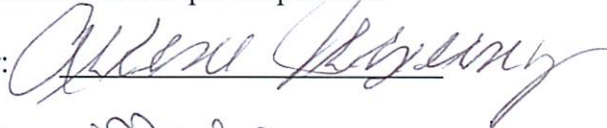
deemed one and the same instrument. A facsimile signature of any party shall be effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Extension Agreement as of the date first written above.


LESSOR:

Village of Harwood Heights,
an Illinois municipal corporation

By:



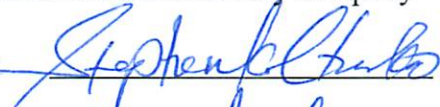
Its:



LESSEE:

Nagle Station, LLC
an Illinois limited liability company

By:



Its:



EXHIBIT A

Depiction of Leased Premises

[attached on following page(s)]

EXHIBIT B

Original Lease

[attached on following page(s)]

LEASE

THIS LEASE made as of the 1st day of MAY 2001
, between the VILLAGE OF HARWOOD HEIGHTS, ILLINOIS, a
municipal corporation, (hereinafter called "LESSOR"), and E&D Citgo
Incorporated. Incorporated in the state of Illinois (Hereinafter called "Citgo").

WITNESSETH:

In consideration of the rents, covenants and agreements, hereinafter set forth LESSOR does hereby demise and lease, unto "Citgo" Leases from LESSOR, ALL THAT CERTAIN parcel of ground in the village of Harwood Heights, County of Cook, State of Illinois, described in Exhibit A, attached hereto and made a part hereof, together with all rights and appurtenances thereunto belonging, including rights of LESSOR in and to all abutting streets, roads, alleys and passageways, all of which hereafter are called "the leased premises."

TO HAVE AND TO HOLD as aforesaid subject to the following teams, conditions and agreements to be kept and performed by "Citgo".

1. TERM: The initial term of this Lease shall commence on May 1st, 2001, ("Rental Commencement Date") and extend for a period of ten (10) years until and including April 30, 2011. Said term is hereinafter referred to as "Initial Term". The term of this lease shall continue thereafter for five (5) additional terms of two (2) years each (hereinafter referred as to "Extended Terms") in the event "Citgo" does not give written notice to the LESSOR at least two (2) months prior to the Initial Term or then current term that the Lease shall terminate at the expiration of the Initial Term or then current term.

2. FIXED RENT: During the continuance of the Lease "Citgo" shall pay to LESSOR at the LESSOR's address set forth in Paragraph 12, the following fixed rent ("Fixed Rent") on the following dates:

- (a) Rental Commencement Date and on the first anniversary thereof and on each anniversary thereafter until and including the Ninth Anniversary thereof the sum of One Thousand Dollars (\$ 1,000.00), and
- (b) Commencing on the tenth Anniversary of the Rental Commencement Date and on each anniversary thereafter until and including the Fifteenth Anniversary thereof the sum of One Thousand Two Hundred Dollars (\$1,200.00).

3. ADDITIONAL RENT: During the continuance of this Lease shall pay the following additional rent ("Additional Rent"):

- (a) all taxes and assessments levied, assessed, or imposed upon the leased premises during the term of this Lease.
- (b) all public and utility company charges for sewer use and for water, gas and electricity consumed and used by "Citgo" on the leased premises.

4. ALTERNATIONS AND USE: During the continuance of this Lease "Citgo" may construct, erect install and place such buildings, improvements, trade fixtures and equipment on the leased premises as "Citgo" may desire, and make sure alterations and modifications and additions thereof as it deems necessary. LESSOR hereby authorizes to make application(s) for and secure from proper governmental authorities, and "Citgo" does agree to make application(s) for and secure from proper governmental authorities, all permits, licenses and other authorizations

required for the purpose of constructing, installing, altering, modifying and using any buildings, improvements, trade fixtures and equipment desired to be constructed by "Citgo" on the leased premises for the handling, dispensing and selling of petroleum products, and for maintaining and operating a motor vehicle station thereon and for such other activities thereon as "Citgo" may desire. "Citgo" shall pay for all such permits, licenses and authorizations and for renewals thereof required during the continuance of this Lease. If any such permits, licenses or other authorizations are refused or rescinded at any time during the continuance of this Lease or if any litigation is instituted to prevent "Citgo" from conducting its proposed operation or use, of the aforesaid constructing, altering, installing or modifying of the buildings, improvements, trade fixtures or equipment, "Citgo" at "Citgo's" option, may terminate this Lease by giving written notice hereof to LESSOR whereupon this Lease shall terminate as of the date set forth in such notice, all obligations of "Citgo" shall terminate and Fixed Rent shall be pro rated as of the date of such termination.

5. ASSIGNMENT AND SUBLETTING: "Citgo" may sublet and assign this Lease or all or any part of the leased premises without the consent of LESSOR, "Citgo", however, remaining liable at all times, for the fulfillment of "Citgo" covenants herein. This Lease shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. REPAIR AND MAINTENANCE: LESSOR shall have no obligation for maintenance and repairs.

7. SURRENDER OF PREMISES: Upon termination of this Lease, "Citgo" shall surrender possession of the leased premises quietly and peaceably to the LESSOR subject to the following provisions:

All buildings, improvements, trade fixtures and equipment, including without limitation pumps, fixtures and equipment erected, constructed or placed upon the leased premises by "Citgo" shall be and remain "Citgo's" sole property. "Citgo" may remove from the leased premises at any time or times during the continuance of this Lease, all or any part or portion of "Citgo's" said property; PROVIDED, HOWEVER, "Citgo" shall remove from the leased premises all of "Citgo's" said property placed by it thereon within thirty (30) days following expiration or termination of this Lease. "Citgo" shall repair physical damage caused by removal of such property.

8. CONDEMNATION: If any portion of the leased premises shall be taken or acquired for public or quasi-public use by condemnation proceedings or otherwise, and is such taking or acquisition renders the leased premises substantially unusable for "Citgo's" purposes, "Citgo", at "Citgo's" option by written notice to LESSOR, may terminate this Lease at anytime after having been required to surrender possession of the leased premises so taken or acquired, and the Fixed Rent shall be pro rated as of such date; or "Citgo" may retain possession of any remaining portion of the leased premises and the Fixed Rent shall be reduced by an amount which bears the same proportion to such Fixed Rent as the area of land so taken or acquired bears to the total area herein demised.

Irrespective of whether such condemnation affects all or part of the leased premises, LESSOR and "Citgo" each shall have their respective rights to damages resulting there from and "Citgo" shall have all rights to damages

to any buildings, improvements, trade fixtures and equipment erected, constructed or placed by "Citgo" on the leased premises and affected by such condemnation. Should any abutting street, road and highway be elevated or depressed during the continuance of this Lease in a manner rendering the leased premises less suitable to "Citgo" for motor vehicle service stations purposes, "Citgo" may terminate this Lease at any time within three (3) months after any such work is begun. Rental shall abate and cease to accrue on a pro rated basis at any time or times during which public or private work prevents the usual access to the leased premises from the public ways bounding thereon.

9. TITLE TO PREMISES: LESSOR warrants that LESSOR is the sole owner of the leased premises in fee simple, free and clear of all liens, mortgages, deeds of trust, encumbrances, covenants, restrictions, encroachments and easements, and that LESSOR has full right and authority to make this Lease.

10. QUIET POSSESSION: LESSOR shall put "Citgo" in possession of the leased premises as of the Rental Commencement Date and covenants that thereafter and during the continuance of this Lease "Citgo" shall enjoy quiet possession thereof.

11. DEFAULT:

a) If "Citgo" defaults in the payment of rental hereunder and default continues for fifteen (15) days after receipt from LESSOR by "Citgo" of a notice of such default or if "Citgo" defaults in the performance of any other of "Citgo's" covenants, obligations and conditions herein contained and such other default continues for a

period of two (2) months after receipt from LESSOR by "Citgo" of notice of such default, LESSOR, in an such case, in addition of any other remedies, shall have the right to enter upon the leased premises, declare this Lease terminated and take immediate possession thereof.

(c) If, at any time LESSOR defaults in the performance of any of Lessor's covenants, obligations and conditions herein contained and such default continues for one (1) month after written notice thereof from "Citgo" to LESSOR, "Citgo" shall have the right, in addition to any other remedies, to terminate this Lease or to cure such default and to charge the full costs thereof to LESSOR. If "Citgo" elects to cure any defaults, "Citgo" may proceed to collect all costs thereof by deduction from rental payable hereunder or in any other manner.

12. NOTICES: All notices from one party to the other hereunder shall be in writing and expect as otherwise herein provided shall be deemed to have been duly given, whether or not received, if sent by U.S. certified mail addressed:

To LESSOR at:

7343 West Lawrence Avenue
Harwood Heights, IL 60706

E&D Citgo at:
4555 N. Nagel
Harwood Heights, IL 60706

Either party may change their respective address by giving to the other notice of such change at lease fifteen (15) days before it shall become effective. Rental due hereunder may be paid by "Citgo's" check mailed or delivered to LESSOR at the above address.

No change in the ownership of or right to receive Fixed Rent hereunder shall be binding upon "Citgo" until fifteen (15) days after "Citgo" shall have been notified and furnished with the original or a certified copy of the instrument or proceedings by which said change was made.

13. HEADINGS: The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Lease.

14. INDEMNIFICATION: "Citgo" agrees to indemnify, protect and hold harmless Lessee from an against all losses and damages for personal injury or death, or damage to property, occurring at the leased premises, or arising out of the operation or occupancy of the lease premises.

IN WITNESS WHEREOF, the parties hereto duly have executed this Lease as of the day and year first above written.

E&D Citgo Incorporated

VILLAGE OF HARWOOD HEIGHTS

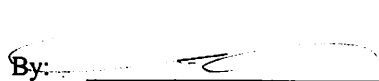

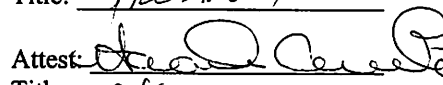
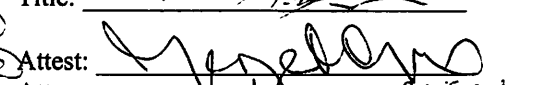
By: 	By: 
Title: <u>President</u>	Title: <u>Mayor</u>
Attest: 	Attest: 
Title: <u>Attorney</u>	Title: <u>Village Clerk</u>

EXHIBIT C

Assignment and Assumption of Lease E & D to Nagle Station, LLC

[attached on following page(s)]



November 27, 2013

Village of Harwood Heights
7300 W Wilson Avenue
Harwood Heights, Illinois 60706

Re: Assignment and Assumption of Lease -
Parcel at Corner of N Narragansett Ave & N Nagle Ave (the "Property")

Dear Ladies and Gentlemen:

Reference is hereby made to that certain lease dated May 1, 2001 (the "Lease") by and between the Village of Harwood Heights, as Lessor, and E & D Citgo, Inc., as tenant, for the above referenced Property.

This letter shall serve to notify you that the Lease was assigned by E & D Citgo, Inc. to Nagle Station, LLC effective June 1, 2013. A copy of the Assignment and Assumption of Lease is attached hereto as Exhibit A.

Please be advised that tenant's address for notice, as set forth in Section 12 of the Lease, shall be as follows:

Nagle Station, LLC
4849 N Milwaukee Avenue
Suite 302
Chicago, Illinois 60630

We look forward to a positive working relationship with the Village. In the meantime, should you have any questions, please feel free to contact me at (773) 545-4200.

Sincerely,

NAGLE STATION, LLC

A handwritten signature in black ink, appearing to read 'Loukas Kozonis', is written over the printed name.

Loukas Kozonis, Esq.

Encls.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made and entered into as of the 1 th day of June 2013 ("Effective Date"), by and between **E & D CITGO, INC.**, an Illinois corporation ("Assignor"), and **NAGLE STATION, LLC**, an Illinois limited liability company ("Assignee").

RECITALS:

A. The Village of Harwood Heights, a municipal corporation ("Landlord"), as landlord, and Assignor, as tenant, are parties to that certain Lease Agreement dated May 1, 2001 ("Lease").

B. Assignor desires to assign, and Assignee desires to acquire Assignor's interest in and to the Lease.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. Assignor assigns to Assignee, as of the Effective Date, all Assignor's right, title and interest in and to the Lease.

2. Assignor covenants that it is not in default under the Lease, that the Lease is not encumbered by any prior transfer, assignment, mortgage or any encumbrance, and that Assignor has full and lawful authority to assign the Lease.

3. Assignee assumes the Lease as of the Effective Date, and will perform and observe all the covenants and conditions therein contained on Assignor's part to be performed and observed, which shall accrue from and after said date. Notwithstanding the foregoing, Assignor shall continue to pay to Landlord directly the Fixed Rent (as that term is defined in the Lease). Assignee recognizes Landlord's interest in the Lease as superior to all others and shall make payments required under the Lease directly to Landlord. Such liability of Assignee under the Lease shall be joint and several with Assignor.

4. Assignor shall remain liable for the performance and observance of the covenants and conditions in the Lease contained on its part to be performed and observed, such liability to be joint and several with that of Assignee, as aforesaid. As between Assignor and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Assignor harmless from all further liability thereunder.

6. This Assignment may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands as of the date and year first above written.

ASSIGNOR:

E & D Citgo, Inc.,
an Illinois corporation

By: 

Name: ERIBINIS GAGOS

Its: PRESIDENT

ASSIGNEE:

Nagle Station, LLC,
an Illinois limited liability corporation

By: 

Name:

Its: Manager

EXHIBIT D

Assignment and Assumption of Lease Nagle Station, LLC to Nagle Real Estate Inc.

[attached on following page(s)]



MEGA

PROPERTIES

December 7, 2020

Village of Harwood Heights
7300 W. Wilson Ave.
Harwood Heights, IL. 60706

Re: Parcel at Narragansett and Nagle Avenues
Harwood Heights, Illinois

Dear Ladies and Gentlemen:

Your attention is directed to that certain lease dated May 1, 2001 (hereinafter "Lease") and originally entered into by and between the Village of Harwood Heights, as Lessor, and E&D Citgo Incorporated, as Tenant for the property located at the corner of Narragansett and Nagle Avenues, in Harwood Heights, Illinois.

This letter shall serve to notify you that effective as of November 23, 2020, the aforementioned Lease was assigned by Nagle Station LLC to Nagle Real Estate Inc. A copy of the Assignment and Assumption of Lease is enclosed herewith for your edification.

For purposes of notification, all notices that are to the attention of the Tenant under the Lease shall be as follows:

Mr. Stephen K. Chacko
Nagle Real Estate Inc
4555 N. Nagle Avenue
Harwood Heights, IL 60706

Since our company no longer has an interest in the real estate, Mr. Chacko and his attorney, Mr. Frank Zangara, will be the appropriate persons to contact regarding the upcoming Lease term extension. Presently, the term of the Lease is to expire on April 30, 2021. Mr. Chacko's telephone number is (773) 671-9864 and Mr. Zangara's telephone number is (815) 444-9528.

In the meantime, should you have any questions, please feel free to contact the undersigned.

Sincerely,

NAGLE STATION LLC

Nicholas Black
Vice President

Encls.

ASSIGNMENT AND ASSUMPTION OF LEASE

(Chicago, Illinois)

This Assignment and Assumption of Lease is made and entered into as of November 6, 2020 ("Effective Date"), by and between Nagle Station LLC, an Illinois limited liability company, as assignor ("Assignor"), and Nagle Real Estate Inc., an Illinois corporation, as assignee ("Assignee").

A. Assignor and Assignee, have entered into an agreement regarding the transfer of certain real property located at 4555 North Nagle Avenue and 4670 North Narragansett Avenue, Harwood Heights, Illinois 60706.

B. Pursuant to the aforesaid agreement, Assignor agreed to assign to Assignee, all of Assignor's interest, as Tenant, in and to that certain Lease Agreement, dated May 1, 2001, by and between the Village of Harwood Heights, Illinois, a municipal corporation, as lessor ("Lessor") and E&D Citgo Incorporated, an Illinois corporation (the "Lease").

C. Pursuant to the Assignment and Assumption of Lease dated June 1, 2013, E&D Citgo, Inc. assigned the Lease to Assignor herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease.

2. No Default. Assignor covenants that it is not in default under the Lease, that the Lease is not encumbered by any prior transfer, assignment, mortgage or any encumbrance heretofore made by Assignor, and that Assignor has full right and lawful authority to further assign the Lease.

3. Assumption. Assignee assumes the Lease as of the Effective Date, and will perform and observe all the covenants, provisions, promises and conditions therein contained on Assignor's part to be performed and observed, which shall accrue from and after the Effective Date. Notwithstanding the foregoing, Assignee shall pay all future rents to the Lessor falling due under the Lease after April 30, 2021. Assignee recognizes Lessor's interest in the Lease as superior to all others and shall make payments required under the Lease directly to Lessor.

4. Mutual Indemnification. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from any loss or liability resulting from any breach by Assignor of its obligations as Tenant under the Lease occurring prior to the date hereof. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to any loss or liability resulting from any breach by Assignee of its obligations as Tenant under the Lease occurring from and after the date hereof.

5. Miscellaneous. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. This Assignment shall be binding upon the parties and their

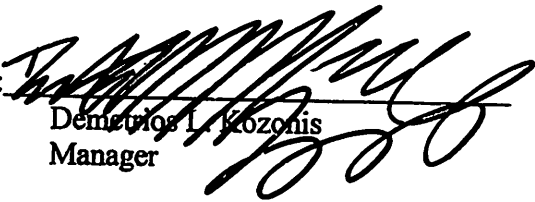
respective successors and assigns. If any action or proceeding is commenced by either party with respect to this Assignment, the prevailing party in such action or proceeding shall be entitled to recover its costs and expenses incurred in such action or proceeding, including attorney's fees and costs. This Assignment may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement, in writing, signed by the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is made and entered into as of the date first set forth above.

ASSIGNOR:

NAGLE STATION LLC

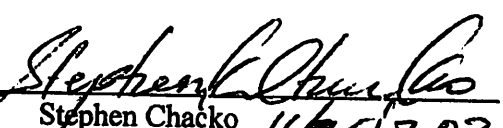
By:


Demetrios I. Kozonis
Manager

ASSIGNEE:

NAGLE REAL ESTATE INC.

By:


Stephen Chacko
President

11/25/2020

STATE OF ILLINOIS

COUNTY OF COOK

CERTIFICATION

I, Marcia L. Pollowy, do hereby certify that I am the duly elected and acting Clerk of the Village of Harwood Heights, County of Cook, State of Illinois.

I do further certify that the foregoing Ordinance 20-20 entitled:

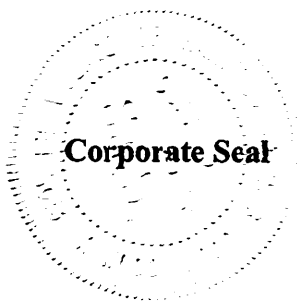
**AN ORDINANCE APPROVING ENTRY INTO AND AUTHORIZING EXECUTION OF
A TEN-YEAR LEASE EXTENSION AGREEMENT WITH NAGLE STATION, LLC
FOR CERTAIN VILLAGE-OWNED REAL PROPERTY ADJACENT TO 4555 NAGLE
AVENUE, HARWOOD HEIGHTS, ILLINOIS**

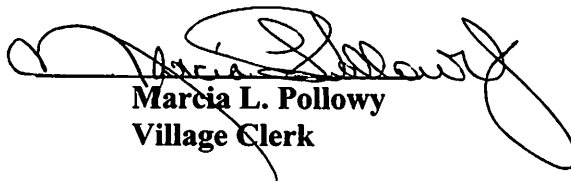
Is true and correct copy of an Ordinance adopted by the Board of Trustees of the Village of Harwood Heights at a meeting held on the 10th day of December, 2020.

I do further certify that the original of which the foregoing is a true copy is entrusted to my care and safekeeping, and that I am keeper of the same.

I do further certify that I am the keeper of the records, ordinances, and resolutions of said Village of Harwood Heights, Cook County, Illinois.

In witness whereof I have hereunto set my official hand and seal this 11th day of December, 2020.




Marcia L. Pollowy
Village Clerk

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OFFICE OF THE ATTORNEY GENERAL

TO THE HONORABLE THE ATTORNEY GENERAL
FROM THE HONORABLE THE ATTORNEY GENERAL

RE: [Illegible]

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