

MUTUAL AGREEMENT PROVIDING FOR  
EARLY TERMINATION OF COMMERCIAL LEASE

WHEREAS, on October 1, 2009, U.S. BANK, N.A., not personally but as Trustee under Trust Agreement Number 4700 (the "Trustee"), leased the premises consisting of approximately 1,500 square feet in the basement unit of the premises commonly known as 9645 W. 143<sup>rd</sup> Street, Orland Park, Illinois (the "Premises"), to RULA ZEGAR and NORMA ABUTARBOUSH d/b/a READ & ASCEND (the "Tenant"); and

WHEREAS, the term of the lease was for approximately two (2) years commencing October 5, 2009, and ending on September 30, 2011; and

WHEREAS, on or about October 8, 2010, the Village of Orland Park, Illinois (the "Village"), purchased the Premises from the Trustee thereby resulting in the Village becoming the landlord; and

WHEREAS, the Village embarked on a road (143<sup>rd</sup> Street) improvement project along the frontage of the Premises causing access difficulties for the Tenant beginning in June of 2011; and

WHEREAS, there was excessive rainfall in the early to mid-summer of 2011 resulting in some minor flooding of the Premises; and

WHEREAS, as a result of the access and flooding issues, the parties hereto have mutually agreed to an early termination of the lease effective May 30, 2011, provided, however:

(a) Tenant shall be responsible for full payment to the Village of all rent due up to and including May 30, 2011;

(b) Section Thirteen (Indemnification of Landlord) of said lease shall remain in full force and effect and not be terminated pursuant to this Mutual Agreement; and

(c) Section Twenty-One (Additional Provisions) of said lease shall remain in full force and effect and not be terminated pursuant to this Mutual Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto mutually agree to terminate the October 1, 2009, lease effective May 30, 2011, subject to the conditions set forth above in the preceding paragraph.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

Tenant:

Village:

VILLAGE OF ORLAND PARK, ILLINOIS

\_\_\_\_\_  
RULA ZEGAR

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
NORMA ABUTARBOUSH