

**LICENSE AGREEMENT FOR VILLAGE ENTRY SIGN
AT 725 WEST ROOSEVELT ROAD, LOMBARD**

This License Agreement (the "Agreement") is entered into on the Effective Date, as hereinafter defined, by and between the Village of Lombard, DuPage County, Illinois, an Illinois municipal corporation (the "Village"), and Postma Real Estate, LLC ("Owner"), an Illinois limited liability company, for the purpose of permitting the Village to erect and maintain an entry sign on certain property of Owner. (Village and Owner are sometimes referred herein individually as a "Party" and collectively as the "Parties".)

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interests of its residents to construct and maintain signs on its main arterial roadways to give the public notice that they are entering the Village; and

WHEREAS, Owner is the owner of a tract of land that is located within the corporate boundaries of the Village at 725 West Roosevelt Road, Lombard, Illinois 60148, and legally described on *Exhibit A*, which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located at the entrance to the Village on Roosevelt Road, a main arterial roadway; and

WHEREAS, the Village desires to construct and maintain an entry sign on the Property for the aforesated purposes; and

WHEREAS, Owner agrees to permit the Village to construct and maintain an entry sign, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and the Village agree as follows:

1. Owner hereby grants to Village a license (the "License") to enter upon the Licensed Premises, as hereinafter described, to clear, trench for, construct, install, erect, reconstruct, replace, remove, repair, alter, inspect, maintain and continuously operate a Village of Lombard entry sign, and all facilities incidental thereto (the "Village Sign"), in, on, upon, over, through, across and under a parcel of land, described as follows:

Commencing at the Northwest corner of Grantor Property; said point being the point of commencement (the "POB"); thence continuing East, a distance of five feet (5'); thence South on a westerly angular 90 degree line, a distance of ten feet (10'); thence West on a line parallel with the North line, a distance of five feet (5'); thence North on an easterly angular 90 degree line, a distance of ten feet (10') to the POB.

(the "Licensed Premises").

2. Owner hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, including any contractors or subcontractors, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over, through, across and under the Licensed Premises; go in, on, upon, over, through, across and under the Property to access the Licensed Premises; and do and perform any and all acts necessary or convenient to carry into effect the purposes for which this Agreement is made; and that Owner shall not disturb, molest, injure or in any manner interfere with the Village Sign and activities incidental thereto.

3. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of the Village Sign and activities incidental thereto, including all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Licensed Premises which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, erecting, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

4. All right, title and interest in the Village Sign shall remain in the Village and the Village shall have the right and obligation to maintain and repair the Village Sign, including but not limited to all work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating the Village Sign and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid under the terms of this Agreement, which shall be at the sole expense of the Village.

5. Owner will maintain the landscaping around the Village Sign, including but not limited to mowing the grass and keeping weeds down.

6. Owner may place ornamental plantings around the base of the Village Sign, but shall not allow plantings or vines to grow to a height that obscures the Village Sign or take any other action that obstructs the Village Sign or the Village's rights under this License. Owner shall not damage, destroy, remove, tamper with or alter the Village Sign in any way without the Village's written permission.

7. The License granted herein may be terminated by either Party with ninety (90) days prior written notice addressed and delivered to the other Party as shown herein. Upon such termination, the Village shall remove the Village Sign and restore the Licensed Premises to its condition prior to the date of this License, ordinary wear and tear excepted.

8. The License granted by Owner is personal to the Village and may not be transferred to any other entity without written permission of Owner.

9. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is either hand delivered or sent by certified mail, return receipt requested, and deposited with the United States Postal Service, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to the Village:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

If to the Owner:

Postma Real Estate, LLC
725 Roosevelt Road
Lombard, Illinois 60148
Chicago, Illinois 60611

Notices served personally or sent by certified mail shall be deemed given on the date of receipt. The Parties may designate, in writing, any further or different addresses to which subsequent notices shall be sent.

10. The Village shall indemnify, defend and hold harmless Owner from any and all expenses (including reasonable attorneys' fees and costs), claims, liability, losses or causes of action for injury to, death of, or damage to any property of, third parties, not caused by the negligent or willful acts of Owner, the Owner's officers, agents or employees, or of the injured party, which arises from the grant of the License provided by this Agreement. The liability of the Village does not extend to damage or loss which is attributable to misconduct or negligence on the part of the Owner or a person for whom Owner is responsible or a third party.

11. In the event that the Owner has a mortgage lien on the Licensed Premises, the Owner agrees to obtain its lender's written consent by having its lender execute the Consent, Joinder and Subordination of Lender with Respect to the License Agreement for Village Entry Sign at 725 West Roosevelt Road, Lombard, which is attached hereto as *Exhibit B*.

12. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Agreement may be modified, amended or annulled only by a fully executed written agreement by the Village and Owner and delivered by authorized representatives of the Parties.

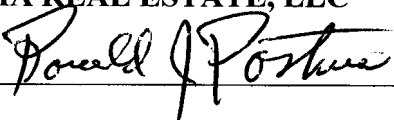
15. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

16. The effective date of this Agreement is the date the Village executes the Agreement by signing below (the "Effective Date").

17. The Owner represents and warrants to the Village that Owner has full right and authority to enter into this Agreement and that Owner does not need any additional authority or consent of any other entity or party to obligate and bind Owner to the terms, provisions and covenants contained in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**OWNER
POSTMA REAL ESTATE, LLC**

By: 

Name Ronald J. Postma
Title Manager

VILLAGE OF LOMBARD

By: 

Name: William J. Mueller
Title: Village President

ATTEST:

By: 

Name: Brigitte O'Brien
Title: Village Clerk

[INSERT VILLAGE SEAL ABOVE]

Accepted by the Village of Lombard, DuPage
County, Illinois, this ____ day of _____ ,
20__.

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

725 West Roosevelt Road, Lombard, Illinois

LOT A IN LOMBARD TOYOTA RESUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 24, 2002 AS DOCUMENT NO. R2002-358188, IN THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS.

PIN: 06-19-100-032 and 06-19-100-033

Exhibit B
CONSENT, JOINDER AND SUBORDINATION OF LENDER
WITH RESPECT TO THE LICENSE AGREEMENT FOR VILLAGE ENTRY SIGN
AT 725 WEST ROOSEVELT ROAD, LOMBARD

The undersigned, as lender ("Lender") under that certain first mortgage dated October 20 2009, made by the Grantor hereinbefore named, which first mortgage was recorded on Nov 6, 2009 as Document Number R 2009-16808 in the Recorder of Deeds Office of DuPage County, Illinois (the "First Mortgage"), and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "Loan Documents"), for itself and its successors and assigns of its interest under the First Mortgage (i) consents to the execution of the License Agreement for Village Entry Sign at 725 West Roosevelt Road, Lombard (the "License Agreement"), and (ii) agrees that Lender's interest under the First Mortgage and the First Mortgage itself, and other Loan Documents, is subject and subordinate to all of the terms, covenants and provisions of the License Agreement to which this Joinder is attached.

The undersigned has executed this Joinder as of the 16th day of December, 2009

LENDER:

By: Kelli Wheeler
 Name: Kelli D. Wheeler
 Title: Vice President

Attest: Michael Himmes
 Name: Michael Himmes
 Title: Officer

STATE OF IL)
)
 COUNTY OF DuPage) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kelli Wheeler and Michael Himmes, are personally known to me be the VP and Officer of Harwin N.A., a VP (the "Lender"), and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VP and Officer, respectively of the Lender, they signed and delivered the said instrument and caused the seal of the Lender to be affixed thereto, pursuant to authority given by the Board of Directors of the Lender, and as their free and voluntary act, and as the free and voluntary act and deed of the Lender, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of December, 2009 .

Natalie L. Wesolowski
 Notary Public

My Commission Expires:

