

**FIRST AMENDMENT TO
COMMERCIAL SUBLEASE FOR VENDOR SPACE IN THE
LOMBARD COMMUTER TRAIN STATION**

THIS FIRST AMENDMENT TO COMMERCIAL SUBLEASE FOR VENDOR SPACE IN THE LOMBARD COMMUTER TRAIN STATION (the "First Amendment") is entered into as of this 3rd day of February, 2011 by and between Gaga Gourmet, Inc., (doing business as The Perk), an Illinois corporation (the "Sublessee") and the Village of Lombard, an Illinois municipal corporation (the "Sublessor"). (The Sublessee and the Sublessor being hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties".)

RECITALS

WHEREAS, on February 19, 2009, the Village and A La Mode Ice Cream, Inc. entered into a Commercial Sublease Agreement (the "Original Sublease"), providing for the use of a vendor space within the Lombard Commuter Train Station for the purposes of establishing a coffee vendor; and

WHEREAS, subsequent to entering into the Original Sublease, A La Mode Ice Cream, Inc. was dissolved, and a new corporation, Gaga Gourmet, Inc, doing business as The Perk, became the Sublessee under the Original Sublease; and

WHEREAS, the Original Sublease was for a two year term, with said Original Sublease expiring on February 19, 2011; and

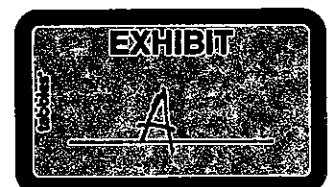
WHEREAS, as the time period of the initial term is nearing expiration, the Parties deem it to be in their mutual benefit to extend the life of the Sublease for an additional two (2) year period.; and

WHEREAS, Section 10.3 of the Original Sublease provided for adjustment, during the winter months, of the hours of the business activity and operations of the Sublessee; and

WHEREAS, the Parties also find it to be of mutual benefit to include provisions within the Original Sublease addressing the responsibility of closing the Lombard Commuter Train Station, should no Metra ticket agent be present to undertake such activity;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. That Section 2.1 of the Original Sublease is amended to read as follows:
"Term". The term of this Sublease will begin on February 20, 2011, and shall end on February 19, 2013, (the "Term")."
2. That the Original Sublease is amended to add a new Section 10.8, which shall read as follows:



“In the event that Metra staff is not present, the Sublessee agrees to unlock and securely lock the Facility after the conclusion of the Sublessee’s business day at the Facility.”

3. That the first sentence of Section 10.3 of the Original Sublease is amended to read as follows:

“Sublessee shall operate Monday through Friday,
April 1 to September 30: 5:00 a.m. to 11:30 a.m., and from
October 1 to March 31: 5:00 a.m. to 9:30 a.m.”

4. That Gaga Gourmet, Inc., 620 W. Pleasant Lane, Lombard, Illinois 60148, is substituted for A La Mode Ice Cream, Inc. as the Sublessee under the Original Sublease.

5. That all other provisions of the Original Sublease not amended hereby shall remain in full force and effect, as if fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date herein above set forth.

SUBLESSOR:
VILLAGE OF LOMBARD


By: 
Village President

ATTEST:

By: 
Village Clerk

SUBLESSEE:

GAGA GOURMET, INC.

By: 

President

ATTEST:
By: 

Secretary