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Cook County Recorder 135.50

CCAN: 29711

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CIT SMALL BUSINESS LENDING CORPORATION



0020909053

**SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT**

THIS AGREEMENT, entered into this 25 day of JUNE, 2002 is between Walczak Family Limited Partnership ("Landlord"), TK Automotive, LLC ("Tenant") and CIT SMALL BUSINESS LENDING CORPORATION ("Lender").

Recitals

WHEREAS, Tenant, by virtue of a certain lease dated May 1, 2002, (the "Lease"), entered into with Borrower as landlord, a copy of the Lease has been provided to Lender which is the correct and most current lease and to which there have been no addendums added, and a copy of said Lease is attached hereto as Exhibit "B", has leased the real property known as 9280 W. 159th St., Orland Park, IL 60462, of which is more particularly described on Exhibit "A" attached hereto and by reference incorporated herein (the "Premises"),

25 p

WHEREAS, Borrower has requested that Lender make a loan (the "Loan") to be secured by a lien on real estate from Borrower to Lender (the "Mortgage and Assignment of Leases and Rents") encumbering the Premises; and

WHEREAS, Lender has required as a condition for the making of the Loan that a Subordination Agreement and Estoppel Letter be executed by Tenant, whereby the Lease is subordinated to the Mortgage and Assignment of Leases and Rents.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the Loan, the parties do hereby agree and covenant as follows.

A. Tenant hereby certifies, represents, warrants, confirms, covenants and agrees for the benefit of Lender as follows:

1. Tenant is "tenant" or "lessee" under the Lease.
2. The Lease is in full force and effect and has not been modified, altered, amended, changed, supplemented, terminated or superseded in any manner.
3. The Lease constitutes a complete statement of the agreements, covenants, terms and conditions of Tenant and Borrower with respect to the Premises, and there are no other agreements or understandings between Borrower and Tenant with respect to the Premises or the Lease.
4. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms and provisions of the Loan and the Mortgage and Assignment of Leases and Rents and to all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement

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5. The primary term of the Lease is for ten (10) years, commencing on May 1, 2002 and ending on April 30, 2012. Tenant has Two (2) option(s) of five (5) years each to renew and extend the term of the Lease.

6. Rents due monthly during the primary term of the Lease are currently paid no more than one month in advance.

7. All agreements and conditions of the Lease to be performed or complied with by Borrower relating to the improvements or the use of the Premises have been satisfied and the improvements were fully and timely completed and have been approved and accepted by Tenant.

8. Tenant has accepted possession and is in actual occupancy of the Premises and as of the date of this Agreement, there are no defenses to Borrower's enforcement of its rights under the Lease.

9. Tenant has no charges, liens, claims, credits or offsets against rentals under the Lease.

10. Borrower is holding no security to secure Tenant's obligations; no rents have been prepaid, except as provided in paragraph 6 above, and there are no periods of free rentals applicable to the term of the Lease, except as specified in the Lease. In no event will Tenant look to Lender for the return of any security deposit.

11. Without Lender's prior written consent, Tenant and Borrower will not (a) modify or in any manner alter the agreements, covenants, terms or conditions of the Lease or any modification or amendment thereto specified herein; (b) waive or release performance of any obligation under the Lease or under any modification or amendment thereto specified herein; (c) accept surrender, abandonment, cancellation or termination of the Lease; (d) pay or accept the rent or any other sums becoming due under the terms of the Lease more than one month in advance unless the Lease or any modification or amendment specified herein provides otherwise; or (e) accept waiver of or release from the performance of any obligations under the Lease.

12. From time to time upon request, Tenant will timely execute and deliver Estoppel Letters to Lender or Lender's designees or assigns, including any instrument that may be necessary or appropriate to evidence attornment. Tenant hereby irrevocably appoints Lender its attorney-in-fact to execute and deliver for and on behalf of Tenant any such instrument.

13. Tenant has not subleased, nor will Tenant sublease in the future, any portion of the Premises and Tenant has not assigned, nor will Tenant assign in the future, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease.

B. By reason of the execution of this Agreement, no duty or responsibility is imposed upon Lender to perform or comply with any of the terms, provisions or conditions of the Lease required to be performed by Borrower.

C. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, Tenant will attorn to Lender as successor to Borrower under the terms of the Lease, unless Lender elects to terminate the Lease and the rights of Tenant to the possession of the Premises. Tenant waives the right, if any, under any statute or rule of law now or hereinafter in effect, which may allow Tenant to terminate the Lease or to surrender possession of the Premises in the event any proceeding is brought by Lender, and Tenant agrees that unless and until Lender elects to

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terminate the Lease and extinguish Tenant's leasehold estate, the Lease will not be effected in any way by any proceeding.

D. In the event the Mortgage and Assignment of Leases and Rents is foreclosed for any reason, and Lender does not elect to terminate the lease, Lender will succeed to the interest of Borrower under the Lease and Tenant will be bound to Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender were landlord under the Lease. Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Borrower under the Lease, or until Tenant receives notice from Lender pursuant to any assignment of leases and rents executed by Borrower in connection with the Loan. To the extent of the then remaining balance of the term of the Lease the respective rights and obligations of Tenant and Lender upon such attornment shall be the same as now set forth in the Lease.

E. In the event Lender succeeds to the rights of Borrower as landlord under the Lease, Lender shall not be (a) liable for any act or omission of any prior landlord, including Borrower, (b) subject to any offsets or defenses which Tenant may have against any prior landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance, (d) bound by any amendment or modification of the Lease made without Lender's consent, (e) bound by any lease provisions with respect to landlord's obligation to complete any construction on the Premises, or (f) liable to Tenant under the Lease to any extent beyond Lender's interest in the Premises.

F. This Agreement may be modified only in writing, signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successor and assigns; it being expressly understood that all references to "Lender" shall be deemed to include not only Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

G. A standard mortgagee clause naming Lender as Mortgagee shall be added to any and all insurance policies required to be carried under the Lease or Mortgage, and the insurance proceeds are to be applied in the manner specified in the Mortgage. Such standard mortgagee clause shall also provide for non-cancellation of the policy without at least thirty (30) days prior written notice to Lender. Borrower and Tenant shall provide Lender with copies of the endorsement containing such standard mortgagee clause, together with a complete copy of the exclusions and exceptions section of the insurance policy(ies) within twenty (20) days after the execution of this Subordination, Attornment and Estoppel Agreement.

H. Whenever Borrower or Tenant shall give notice to the Lender of a breach of any of the conditions, covenants, or provisions of this Lease, Borrower and Tenant agree to also send a copy of such notice to Lender at P.O. Box 1529, Livingston, New Jersey 07039-1529, Attention: Small Business Lending, Portfolio Administration Group.

I. Borrower and Tenant affirm that as of the date of this Agreement, there are no breaches of any of the covenants, conditions or provisions of the Lease.

J. Notwithstanding the terms of the Lease, in the event of breach of any of the covenants, conditions, or provisions of the Lease by Borrower, Tenant agrees that Borrower shall have thirty (30) days from the date Borrower receives notice, specifying such breach, to cure said breach. Tenant further agrees that Lender shall also have a reasonable period of time to cure such breach, which period of time shall include, if necessary, the time necessary for Lender to secure possession of the Premises.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**BORROWER:**

Walczak Family Limited Partnership  
By Walczak Management, Inc., General Partner

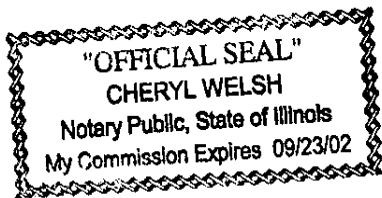
By: *[Signature]*  
Joseph W. Walczak, Jr., President

STATE OF ILLINOIS )  
COUNTY OF COOK )

SS:

I, the undersigned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that James W. Walczak, Jr. personally known to me to be the president of Walczak Management, Inc., General Partner of Walczak Family Limited Partnership whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing as president of said Corporation, and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this 25 day of June, 2002.



*[Signature]*  
Notary Public  
My Commission Expires: \_\_\_\_\_

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TENANT:

TK Automotive, LLC

By: [Signature]  
Joseph W. Walczak, Jr., Managing Member

STATE OF ILLINOIS )  
COUNTY OF COOK )

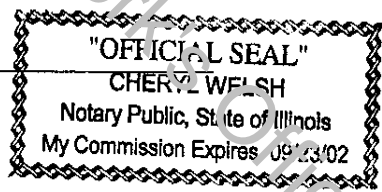
SS:

I, the undersigned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that Joseph W. Walczak, Jr. personally known to me to be the Managing Member of TK Automotive, LLC whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument of writing as Managing Member of TK Automotive, LLC pursuant to the authority given to him by the operating Agreement of TK Automotive, LLC as his free and voluntary act and as the free and voluntary act of \_\_\_\_\_ for the uses and purposes set forth.

GIVEN under my hand and seal this 25 day of June, 2002

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_



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COOK COUNTY  
CLERK

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LENDER:

20909053

CIT Small Business Lending Corporation

By: Pamela K. Scott

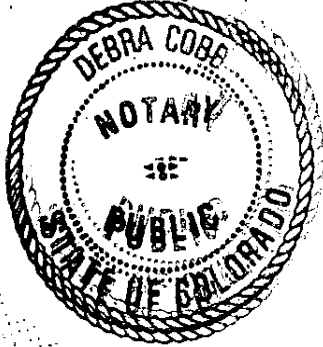
Title: \_\_\_\_\_  
Pamela K. Scott, Asst. VP

COLORADO CORPORATE

STATE OF COLORADO )

COUNTY OF Jefferson ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by Pamela K. Scott as Asst Vice President of CIT Small Business Lending Corporation, a Delaware corporation, on behalf of the corporation.



Debra Cobb  
Notary Public

My commission expires: 2/25/2005

Initials MS



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2025/01/01

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## EXHIBIT "A"

A PARCEL OF PROPERTY LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 0 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 (ALSO THE CENTER LINE OF 94TH AVENUE) FOR A DISTANCE OF 64.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 50.00 FEET TO A POINT (SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF 94TH AVENUE PER DOCUMENT NUMBER 70L16926); THENCE SOUTH 44 DEGREES 41 MINUTES 27 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF 94TH AVENUE FOR A DISTANCE OF 21.21 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET PER DOCUMENT NUMBER 70L16926; THENCE SOUTH 89 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 776.69 FEET TO A POINT IN A LINE LYING 500.00 FEET WEST OF AND PARALLEL THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15 AT THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE SAID LINE 500.00 FEET WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 398.78 FEET TO A POINT IN A LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG THE SAID LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 250.00 FEET TO A LINE 250.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 0 DEGREES 00 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 393.38 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 172.05 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 12 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 89 44 MINUTES 09 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 77.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

*This commitment valid only if Schedule B is attached.*

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**LEASE AGREEMENT**

**ORLAND AUTO CENTER**

**TK AUTOMOTIVE, LLC**

**9280 W. 159<sup>th</sup> STREET**

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**REFERENCE PAGES**

**DATE:** May 1, 2002 **20909053**

**CENTER:** Orland Auto Center

**LANDLORD:** Walczak Family Limited Partnership

**LANDLORD'S ADDRESS:** 215 East 9<sup>th</sup> Street, Lockport, Illinois 60441

**TENANT:** TK Automotive, LLC

**TENANT'S ADDRESS:** 9200 West 159<sup>th</sup> Street, Orland Park, Illinois 60462

**TENANT'S TRADE NAME:** TK Automotive

**USE:** Automotive and Transmission Service Center

**SQUARE FOOTAGE:** 9,750

**TERM OF LEASE:** 10 years

**OPTIONS:** 2 - 5 Year Options

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## RENT SCHEDULE

**ORIGINAL  
TERM**

**MONTHLY  
NET RENT**

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May 1, 2002 – October 31, 2002	\$ 11,781.25
November 1, 2003 – April 30, 2003	\$ 12,796.87
May 1, 2003 – October 31, 2003	\$ 12,796.87
November 1, 2003 – April 30, 2004	\$ 13,812.50
May 1, 2004 – April 30, 2005	\$ 13,812.50
May 1, 2005 – April 30, 2006	\$ 14,828.12
May 1, 2006 – April 30, 2007	\$ 15,843.75
May 1, 2007 – April 30, 2008	\$ 16,315.00
May 1, 2008 – April 30, 2009	\$ 16,802.50
May 1, 2009 – April 30, 2010	\$ 17,306.25
May 1, 2010 – April 30, 2011	\$ 17,826.25
May 1, 2011 – April 30, 2012	\$ 18,354.37

**FIRST OPTION  
TERM**

May 1, 2012 – April 30, 2013	\$ 18,898.75
May 1, 2013 – April 30, 2014	\$ 19,459.37
May 1, 2014 – April 30, 2015	\$ 20,036.25
May 1, 2015 – April 30, 2016	\$ 20,629.37
May 1, 2016 – April 30, 2017	\$ 21,246.87

**SECOND OPTION  
TERM**

May 1, 2017 – April 30, 2018	\$ 21,880.62
May 1, 2018 – April 30, 2019	\$ 22,530.62
May 1, 2019 – April 30, 2020	\$ 23,205.00
May 1, 2020 – April 30, 2021	\$ 23,895.62
May 1, 2021 – April 30, 2022	\$ 24,610.62



INITIAL REAL ESTATE TAX PAYMENT: \$5.50 per square foot per year and paid in monthly installments of \$4,468.75.

INITIAL COMMON AREA PAYMENT: \$2.15 per square foot per year and paid in monthly installments of \$1,746.88.

TOTAL MONTHLY PAYMENTS: Total monthly payments are to consist of monthly net rent, real estate tax payments, common area payments and other payments as allowed and directed by the underlying lease.

TENANT'S SHARE: 44.57%

OCCUPANCY DATE: May 1, 2002

LEASE COMMENCEMENT: May 1, 2002

RENT COMMENCEMENT: Per Rent Schedule

TERMINATION DATE: April 30, 2012 (without exercise of Options)  
April 30, 2017 (with exercise of first Option only)  
April 30, 2022 (with exercise of second Option)

SECURITY DEPOSIT: None

OTHER TERMS:

The Reference Page information is incorporated into and made a part of this lease. In the event of any conflict between any Reference Page information and this lease, this lease shall control.

LANDLORD: Walczak Family Limited Partnership

TENANT: T K Automotive, LLC

By: [Signature]

By: [Signature]

Title: President - Walczak Family Limited Partnership

Title: Managing Member

ATTEST:

ATTEST:

By: [Signature]

By: [Signature]

Title: N/A

Title: Member

Dated: 4/30/02

Dated: 4/30/02

LEASE AGREEMENT

20909053

THIS LEASE, made and entered into as of the eighteenth day of January, 2001, between Walczak Family Limited Partnership, hereinafter called "Landlord" and TK and Associates, Inc., hereinafter called "Tenant".

WITNESSETH:

ARTICLE 1. LEASE OF PREMISES.

1.1 For and in consideration of the rents hereinafter reserved and the covenants and agreements to be performed and observed by Tenant hereunder, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord those certain premises (the "Premises") now erected as a part of the Landlord's development (the "Center") which is legally described in Exhibit A hereto (the "Land"), which Premises are more particularly described on the Reference Page.

The boundaries and location of the Premises are outlined in red on a diagram of the Center which is attached hereto and made a part hereof as Exhibit B, provided that such diagram shall not be deemed to be a warranty, representation or agreement by Landlord that the Center will be as indicated on said diagram. The Premises shall include the use in common with others of the common areas and facilities of the Center, including, without limitation, the roof and exterior walls of the building or buildings of which the Premises form a part (the "Building").

ARTICLE 2. TENDER OF POSSESSION

2.1 Landlord shall deliver exclusive possession of the Premises to Tenant unless prevented from so doing by "Force Majeure" (as hereinafter defined). Upon delivery of such possession, if Tenant desires to make any material changes in the leasehold improvements to the Premises, written agreement of Landlord must first be obtained and such approval shall not be unreasonably withheld. If Landlord fails to deliver possession of the Premises as herein provided, Landlord shall not be liable for damages therefor, but no rental shall accrue hereunder until Landlord tenders possession of the Premises to Tenant. The term "Force Majeure" as used herein shall mean acts of God; acts of public enemies; blockades, wars, insurrections, riots; epidemics, landslides, earthquakes, settlement or tornadoes; labor disputes; governmental restraints, whether federal, state or local, and whether civil or military; and any other causes beyond Landlord's reasonable control.

ARTICLE 3. TERM

3.1 The initial term of this lease is for the period specified on the Reference Page, commencing on the date specified on the Reference Page (such date is herein called the "Commencement Date"). Tenant shall, upon request, execute and deliver to Landlord a written acknowledgment of the commencement of the term of this lease. All provisions hereof other than those relating to the term shall be effective upon execution and delivery of this lease by the parties hereto.

ARTICLE 4. USE AND CARE OF PREMISES.

4.1 The Premises may be used and occupied for the purpose described on the Reference Page under the Tenant's trade name specified on the Reference Page and for no other purpose without the prior written consent of Landlord. Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the term of this lease conduct and carry on such business upon the Premises. Tenant shall operate its business in an efficient, high class, and reputable manner, so as to produce the maximum amount of profitable sales from the Premises, and shall, except when prevented by circumstances beyond Tenant's control, and during reasonable periods for repairing, cleaning and decorating, keep the Premises open to the public for business on all business days during the hours customary for such type of business continuously throughout the term of the lease.

4.2 Tenant shall not keep anything within the Premises that is not customarily used in its business or use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or on other parts of the Center. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

4.3 Tenant shall not conduct any fire, auction or bankruptcy sales upon the Premises; nor permit any objectionable or unpleasant odors to emanate from the Premises; nor place or permit any radio, television or other antenna, loud speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Building; nor take any other action which would disturb or endanger other tenants of the Center or unreasonably interfere with their use of their respective premises.

4.4 Tenant shall take good care of the Premises and keep the same free from waste or nuisance at all times. Tenant shall keep the Premises, including all show windows and signs, neat, clean and free from dirt at all times, and shall store all trash and garbage at the site designated by Landlord in the Center. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made by way of the rear service drive located upon the Premises and shall be subject to such reasonable regulations as Landlord may from time to time prescribe.

4.5 Tenant shall include the name of the Center, the address and the identity of its business activities upon the Premises in all advertisements made by Tenant and shall not divert from the Premises any business which normally would be transacted there.

4.6 Tenant shall not permit any uses of the Premises for any purpose which might injure the reputation of the Premises or the Center, violate any applicable law or ordinance, or which might be considered immoral by Landlord or other tenants. Tenant shall comply with all laws, ordinances, rules and regulations applicable to the occupancy or use of said Premises, including all laws, rules and regulation respecting fire and fire hazards. Tenant shall be solely responsible for all injuries to persons and property resulting from any accident, explosion, leak or other cause arising in or about or from the use of the Premises and its appurtenances. To the extent permitted by Illinois law, Tenant agrees to indemnify Landlord against loss, cost, damage or expense by reason of any accident, loss, casualty, or damage resulting to any person or property through any use of the Premises. Tenant shall promptly repair at Tenant's cost and expense any damages to the Premises or any part thereof caused by Tenant or Tenant's family, agents, servants, employees, contractors, guests or customers.

4.7 Tenant shall not permit any liens to attach to the Premises, the Land or the Building (collectively the "Property"), and if any lien is filed by reason of Tenant's activities, Tenant will cause it to be released at its sole cost and expense within thirty (30) days after the date of filing.

#### ARTICLE 5. RENT.

5.1 Rent shall accrue hereunder from and after the Commencement Date.

5.2 Tenant shall pay to Landlord at the managing agent's or the Landlord's address the minimum guaranteed rental specified on the Reference Page. The first month's installment shall be paid upon execution of this Lease by the Tenant and a like monthly installment shall be due and payable on the first day of each succeeding calendar month during the hereby demised term; provided that if the Commencement Date is other than the first day of a month the second installment of rent shall be due on such date and shall be prorated to reflect the portion of such month during which the term of this lease is effective.

5.3 Tenant agrees to promptly pay without demand the monthly installments of rental herein provided for and in the event such installments are not paid within ten (10) days after they are due and payable, Tenant agrees to pay as a late payment charge an additional amount equal to five percent (5%) of the installment in question to reimburse Landlord for the cost incurred in connection with dealing with such late payment. The late charge provided for in this paragraph shall not exceed the maximum amount payable under Illinois law shall be in addition to all other remedies available for a default by Tenant and shall not be construed to extend the term of this Lease.

5.4 All such rental and other amounts of any kind required to be paid by Tenant to Landlord are payable to Landlord, or to such other address as Landlord may designate in writing.

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ARTICLE 6. NOT APPLICABLE.

6.1 Not Applicable.

ARTICLE 7. NOT APPLICABLE.

7.1 Not Applicable

ARTICLE 8. MAINTENANCE AND REPAIRS OF PREMISES.

8.1 Landlord shall keep the foundation, and the exterior walls (except plate glass and doors) of the Building and the Premises in good repair, except that Landlord shall not be required to make any repairs occasioned by any act of negligence of Tenant, its agents or employees, and it is expressly agreed that roof or foundation repairs required as a result of any act or omission of the Tenant, and/or maintenance work of the heating, air conditioning, and equipment maintained by Tenant shall be the obligation of Tenant. Tenant shall contract for HVAC maintenance with a reputable firm approved by Landlord to provide for periodic maintenance and repair. If the Premises should be in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord shall have no maintenance or repair obligations other than those set forth in this Section.

8.2 Tenant shall keep the Premises in good and clean condition, and except only for those obligations of Landlord described in Section 8.1 hereof, Tenant shall be responsible for all maintenance, repairs and replacements to the Premises during the term of this lease, including, but not limited to: replacements with respect to heating, air conditioning, ventilating, plumbing, and electrical systems and facilities upon the Premises (collectively the "Mechanical Systems"). Tenant shall comply at its sole cost and expense with all governmental laws, ordinances and regulations applicable to the Premises, except that Tenant shall not be obligated to make any structural changes or alterations to the Premises unless made necessary by an act or omission of Tenant, in which event, Tenant shall comply at its expense in accordance with the plans and specifications approved by Landlord. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice thereof is delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord upon demand, as additional rental hereunder, the cost of such repairs plus interest at the rate of greater of twelve percent (12%) per annum or two percent (2%) in excess of the prime rate announced from time to time in the Wall Street Journal (the "Prime Rate") from the date of payment by Landlord until repaid by Tenant. If Tenant continuously maintains a maintenance contract on the HVAC units, and makes required repairs on the HVAC units as needed, and is not negligent with the care of the HVAC units, then if any HVAC units need to be replaced, the Landlord will pay for the replacement of the HVAC units.

8.3 Prior to commencement of any maintenance repair or work on or in the Premises by any contractor retained by Tenant, Tenant shall deliver to Landlord lien waivers or a copy of the Tenant's contract with the contractor setting out a waiver of lien provision in form reasonably acceptable to Landlord.

ARTICLE 9. DAMAGE OR DESTRUCTION.

9.1 If the Premises or the Building are totally destroyed by fire, windstorm or other casualty, not caused by an act or omission of the Tenant, Landlord shall not be obligated to restore same, but at the option of the Tenant or Landlord, the lease shall terminate and the rent herein provided for shall be prorated to the date of such

fire or other casualty. If by reason of fire, windstorm or other casualty not due to an act or omission of the Tenant, less than all of the Premises or the Building are damaged or destroyed so that the Premises are temporarily untenable, Landlord shall restore the Premises and the Building to a tenable condition with reasonable diligence, and this Lease shall not terminate; and, for the time that the Premises are untenable the rent herein provided for shall abate in the proportion that the untenable portion bears to the entire Premises rented by Tenant, provided, however, that if the Premises are not restored within four (4) months after the date of such fire or other casualty, Tenant shall have the right to terminate this Lease forthwith and provided further that Landlord shall have no duty to restore or repair any portion of the alterations, additions or improvements made by or on behalf of Tenant in the Premises or Building. The foregoing provisions to the contrary notwithstanding, in the event that all or a substantial portion of the insurance proceeds collected or collectable as a result of such fire or other casualty are applied to the payment of any mortgage indebtedness against the Building, this lease shall terminate and the rent herein provided for shall be prorated to the date of such fire or other casualty.

#### ARTICLE 10. ASSIGNMENT AND SUBLETTING.

10.1 Neither Tenant nor its successors or assigns shall, by operation of law or otherwise, sell, assign, mortgage, pledge, encumber or in any manner transfer this lease or any interest therein, sublet the Premises in whole or in part, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without the prior written consent of Landlord, which consent to any sublease or assignment shall not be unreasonably withheld or delayed. The sale or transfer or the creation or the issuance of new stock by which an aggregate of more than fifty percent (50%) of Tenant's stock shall be vested in a party who is not a stockholder as of the date of this lease shall constitute an unpermitted assignment of this lease. Any consent by Landlord to any act of assignment, subletting or transfer shall only apply to the specific transaction thereby authorized and shall not release Tenant from any liability hereunder. Such consent shall not be construed as a waiver of the duty of Tenant, or its successors or assigns, to obtain Landlord's prior written consent to any other or subsequent assignment, subletting or transfer, or as modifying or limiting the rights of Landlord under this Section. Receipt of rent by Landlord, with or without knowledge of any breach of this lease by Tenant or any default by Tenant in the observance or performance of any of the covenants or conditions required to be performed by Tenant, shall not be deemed to be a waiver of any provisions of this lease. Any violation of any provision of this lease, whether by act or omission, by any assignee, subtenant, transferee or occupant shall be deemed a violation of such provision by Tenant, it being the intention of the parties that Tenant shall assume and be liable to Landlord for any and all acts and omissions of such assignees, subtenants, transferees and occupants. If this lease or any interest herein is assigned or transferred or if any part of the Premises are sublet, Landlord may and is hereby empowered to collect rent from the assignee, transferee or sublessee and Tenant shall reimburse Landlord for the reasonable costs of reviewing and preparing any documents relating to such assignment, transfer or sublease. The foregoing provisions to the contrary notwithstanding, Landlord shall also have the option to terminate this lease in the event it consents to any assignment, subletting or other transfer and rent the Premises directly to the proposed assignee, sublessee or transferee, in which case Tenant shall be relieved of all liability hereunder accruing after the effective date of any such new lease.

#### ARTICLE 11. RIGHT TO INSPECT.

11.1 Landlord, or any of its agents or representatives, shall have the right to enter upon and inspect the Premises during reasonable business hours, provided that such inspection shall not unreasonably interfere with the operations of Tenant's business.

#### ARTICLE 12. ADJOINING TENANTS.

12.1 Landlord shall not be responsible to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons or tenants occupying the adjoining premises or of persons or tenants occupying any part of the Center. Landlord shall not be responsible to Tenant for any loss or damage which may be caused by the overflow or backing up of any sewer or water, or caused by sewer, water or any gas connection in the Premises, nor for damages caused by the backups of any sewer or water main.



## ARTICLE 13. RE-RENTING.

13.1 Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this lease, Landlord may display in and about the Premises and the windows thereof the usual and ordinary "For Rent" signs, and have reasonable access to the Premises for the purpose of showing it to prospective tenants.

## ARTICLE 14. WAIVER.

14.1 This lease cannot be changed, varied or extended except by an instrument in writing signed by Landlord and Tenant. One or more waivers by Landlord or any covenant, term, provision or option of this lease shall not constitute a waiver of any other violation by Tenant or its assignees, sublessees or employees, and shall not constitute a waiver of any rights accruing to Landlord under this lease. The various rights, powers, options, elections and remedies of Landlord herein contained or available at law or in equity shall be cumulative.

## ARTICLE 15. LIENS.

15.1 Landlord shall have and is hereby granted a valid junior lien second only to Ivan Cico, Jr. and security interest upon all the goods, trade fixtures, furniture and other articles of personal property which Tenant owns upon the Premises at any time during the term of this lease, and upon the proceeds of any insurance accruing to Tenant by reason of the destruction of or damage to any such personal property, which lien and security interest shall secure all rent and other sums due or to become due Landlord hereunder. Such express lien and security interest is in addition to any statutory lien that Landlord may have. A copy of this lease may be filed by Landlord as a financing statement extending the security interest hereby granted to Landlord.

## ARTICLE 16. TERMINATION.

16.1 At the termination of this lease, however such termination be brought about, whether by the expiration of the term hereof, or by election to terminate same, or otherwise Tenant shall quit and surrender the Premises to Landlord in as good condition as the Premises were in when they were delivered to Tenant, ordinary wear and tear from use thereof and destruction of the Premises by an act of God, public enemy or unavoidable accident alone excepted.

16.2 A holding over after the termination of this lease shall not renew or extend the same, but shall constitute Tenant a tenant at sufferance, and Tenant agrees to pay to Landlord as rent for the Premises and as agreed and liquidated damages for such holding over, a sum equal to Two hundred (200%) percent of the previous month's rent prorated on a daily basis for each and every day Tenant shall hold possession of the Premises after the termination of this lease.

## ARTICLE 17. REMEDIES.

17.1 It is agreed that if Tenant shall become insolvent or be adjudged bankrupt, or a receiver be appointed for Tenant's property, or if execution be issued against Tenant's interest in this lease, or if Tenant's interest in this lease shall by operation of law pass to any person other than Tenant, or if Tenant shall fail or refuse to pay said rent or any installment thereof within five (5) days after written notice to Tenant, or if Tenant shall fail to observe or comply with any of the other terms, provisions or conditions of this lease to be observed and performed by Tenant and such default shall continue for thirty (30) days after written notice thereof to Tenant, then in any such case or event, this lease shall, at the option of Landlord, immediately cease and terminate. After Tenant's default and upon re-entry without exercise of Landlord's option to terminate this lease, Landlord may make such alterations and repairs as may be deemed necessary in order to re-let the Premises, and thereafter Landlord may, but is not obligated to, re-let the Premises or any part thereof for such a term and at such rentals and upon such other conditions as Landlord in its sole discretion may deem advisable. Upon such re-letting, if any, all rentals received by Landlord therefrom shall be applied first to the payment of any indebtedness other than the rent due hereunder from Tenant to Landlord; second to the payment of any costs of such re-letting, including but not limited to, Common Area Payments or Real Estate Tax Payments owing by Tenant, if any; and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same may become due and payable under the terms of this lease. If such rentals received from any re-letting during any month be less than that to have been paid during

that month by Tenant hereunder, Tenant shall pay any such delinquency to Landlord upon demand. If Landlord exercises its option to terminate this lease, Landlord may recover from Tenant all damages incurred by reason of Tenant's default, including, without limitation, all costs of recovering possession of the Premises, reasonable attorneys' fees and expenses, the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term thereof over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord upon demand.

17.2 The rights and remedies herein given to and reserved by Landlord are separate and cumulative rights and remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other rights or remedies available to Landlord at law or in equity under the laws of the State of Illinois.

#### ARTICLE 18. INTEREST ON DEFAULT.

18.1 If Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease, any sums owing to Landlord shall bear interest at the rate of the greater of twelve percent (12%) per annum or two percent (2%) in excess of the Prime Rate from the date the same fall due until paid. Moreover, if Tenant shall omit to make any payment or expenditure, other than rent, which it is obligated to make by the terms hereof and Landlord shall make such payment or expenditure, then the amount thereof may, at Landlord's election, be added to and deemed a part of any installments of rent then due or thereafter falling due, and Landlord shall have the same remedies that it has for nonpayment of rent. If Landlord places the enforcement of this lease or any part of the same, or the collection of any rent or other sums due or to become due hereunder, or the recovery of possession of the Premises, in the hands of an attorney, or files suit upon the same, the non prevailing party agrees to pay attorneys' fees and expenses of the prevailing party and the payment of same shall be secured in like manner as is herein provided as to security for rent.

#### ARTICLE 19. EXTERIOR SIGNS AND LIGHTING.

19.1 No exterior signs or lighting shall be placed, hung, painted, drawn, stamped, erected or used by Tenant or by any of Tenant's successors, assigns, sublessors, licensees, concessionaires, agents or representatives, unless Landlord and Tenant have theretofore mutually agreed in writing upon the size, type and location of each and all such exterior signs and lighting and such signs and lighting conforms in every respect to the Village sign ordinance. Landlord agrees that it will not unreasonably withhold its approval of such signs or lighting. No sign, lighting, emblem, picture, cartoon, drawing, banner, poster card, streamer, or any other kind of character of design, including lettering, and printing and whether of a temporary or permanent nature or character, shall ever be placed, hung, painted, drawn, stamped, emblazoned, erected or used by Tenant or by any of Tenant's successors, assigns, sublessors, licensees, concessionaires, agents or representative, whether on the exterior of the Premises or glass windows, including plate glass show windows or doors seen from any sidewalk or from any part of the parking area in the Center, without the prior consent of Landlord first having been obtained. Tenant shall pay the entire cost of installation of such signs or lighting and will also pay any and all repairs to the Premises, the Building or any other properties in the Center made necessary by, or resulting from, the placing, installation, painting, hanging, erection, use and/or removal of a sign or lighting.

#### ARTICLE 20. UTILITIES.

20.1 All gas, electricity, heat, water, telephone, trash disposal and other similar charges, if any, with respect to the Premises which shall accrue during the term of this lease shall be paid promptly by Tenant when and as they fall due.

#### ARTICLE 21. NOT APPLICABLE.

21.1 Not Applicable.

## ARTICLE 22. EMINENT DOMAIN.

22.1 If, during the term hereof, all of the Premises or a substantial part thereof shall be taken or condemned for public or quasi-public purposes, by eminent domain or the threat thereof and as a result the balance of the Premises cannot be used for the same purpose as before such taking or condemnation, this lease shall thereupon terminate when the Premises are so taken and surrendered. If only part of the Premises shall be so taken or condemned and as a result the balance of the Premises can be used for the same purpose as before such taking or condemnation, this lease shall terminate at the option of the Tenant or Landlord.

## ARTICLE 23 SUBORDINATION.

23.1 This lease is, and at all times hereafter, shall be subject and subordinate to any and all present or future mortgages, liens, restrictions or encumbrances which may be placed on the Premises or any part thereof by Landlord or any person or persons claiming under Landlord. Tenant covenants and agrees to execute and deliver upon demand all instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver, without subjecting Landlord to any liability of any kind, such instrument or instruments for and in the name of Tenant, if Tenant shall fail to execute such instrument or instruments within ten (10) days after being provided said documents by Landlord. In the event that any mortgagee or other person succeeds to Landlord's interest under this lease, Tenant shall automatically become the Tenant of such successor in interest, without change in any of the terms or provisions of this lease; provided, however, that any such successor in interest shall not be bound by any payment of rent hereunder for more than one (1) month in advance (except any security deposit required hereunder) or any amendment or modification of this lease made without the consent of such successor in interest.

## ARTICLE 24. MAINTENANCE AND CONTROL OF COMMON AREAS.

24.1 Landlord covenants and agrees that during the term of this lease or any renewal or extension thereof, it will keep and maintain the parking areas, approaches, and exits of the Center (the "Common Areas") in a clean and safe condition, properly lighted and open from dusk to approximately 9.00 p.m. of each business day, properly landscaped and in good repair, subject to the limitation set forth herein. All costs and expenses of every kind and nature paid or incurred by Landlord during the term of the lease in operating, managing, maintaining, landscaping, protecting, insuring, cleaning, removing snow and ice, trash removal, lighting, repairing, replacing and maintaining the Common Areas (the "Common Area Expenses") shall be paid by the tenants of the Center in the manner provided in Section 24.2 hereof.

24.2 For the services stated in Section 24.1 hereof, Tenant agrees to pay to Landlord its proportionate share of expenses incurred by Landlord for the operation and maintenance of the Common Areas (the "Common Area Payment"), payable in equal installments of the first (1st) day of every calendar month during the term hereof and a pro rata sum for the partial month, if any, at the commencement of such term. After the end of each calendar year, the total Landlord's Operating Expenses for such year (and at the end of the Lease Term, the total Landlord's Operating Expenses for such year since the end of the immediately next preceding calendar year) shall be determined by Landlord; if Tenant's payments paid for such period, Tenant shall pay Landlord the deficiency of the Operating Expenses within ten (10) days after the furnishing of a statement of such deficiency; if Tenant's payments exceed Tenant's share, Tenant shall be entitled to a credit for such excess against such payments next to become due Landlord. Landlord's records of Operating Expenses for the period shall be available for inspection by Tenant at Landlord's Notice address for three (3) months after Landlord notifies Tenant of Tenant's share of Landlord's Operating Expense for such period. At the end of the first (1st) year period thereafter, the Common Area Payment shall be adjusted upwards or downwards to defray the Common Area Expenses, as estimated by Landlord.

24.3 The Common Areas shall be subject to such reasonable rules and regulations as Landlord may, from time to time, adopt and Landlord reserves the right to make changes, additions, alterations or improvements in and to such Common Areas, provided, that there shall be no unreasonable obstruction of Tenant's right of access to the Premises.



ARTICLE 25. PARKING AREA.

25.1 Landlord shall provide, maintain and keep clean at all times during the term of this lease ample paved or asphalt-topped parking area in the Center ("the Parking Area").

25.2 Landlord shall keep the Parking Area lighted when ninety percent (90%) of the stores in the Center are open for business after dark. When less than ninety (90%) of said stores are open for business after dark, Landlord shall be required to light only that section of the Parking Area which is adjacent to the stores in the Center which are open for business after dark.

25.3 Tenant covenants and agrees that parking for trucks, autos, bicycles, scooters, and all kinds of vehicles owned by Tenant or Tenant's employees shall be restricted to areas designated from time to time by Landlord and Tenant agrees that Landlord may designate employee parking areas.

ARTICLE 26. ADVANCE OCCUPANCY

26.1 Tenant shall have the right, with prior written consent and without being deemed to have accepted possession of the Premises, to enter upon the Premises as soon as practical to take measurements

ARTICLE 27. OPENING.

27.1 Tenant covenants and agrees to open its store for business with the public in the the premises within thirty (30) days after tender by Landlord of possession of the Premises.

ARTICLE 28. TRASH REMOVAL.

28.1 Landlord shall have the right to designate from time to time during the term reasonable places in the Center where Tenant shall place and deposit trash, garbage, waste paper, dirt and other like materials. Tenant shall promptly and strictly comply with all reasonable rules and regulations of Landlord, and with all health, sanitary, and other laws and ordinances in the placing, depositing, handling and removal of such materials from the Premises and from the Center.

ARTICLE 29 TENANT ACCEPTING OCCUPANCY.

29.1 By taking occupancy of the Premises, Tenant accepts the Premises in their then condition and agrees that Landlord has complied with all the duties and obligation required of it, under the provision of this lease prior to such date, unless otherwise noted in writing to Landlord.

ARTICLE 30. TENANT'S FIXTURES

30.1 Tenant has the right and privilege, subject to the compliance by tenant with all of the duties and obligations imposed by the terms of this lease, of installing and operating in the Premises fixtures and such electrical and mechanical equipment as may be necessary and proper in the operation of Tenant's business, provided that in so doing Tenant shall comply with all lawful requirements state, federal and city, and with all valid rules and regulations of authorized bodies and agencies.

30.2 All leasehold improvements and fixtures furnished by Tenant and affixed to the Premises shall, when furnished and affixed to the Premises, be deemed to have been attached to the Premises and to have become the property of Landlord, except Tenant's trade fixtures which shall remain Tenant's sole and exclusive property.

30.3 All Tenant's personal property of every kind or description which may at any time be in the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of Tenant caused by water from any source, sewer or steam pipes, or from the heating or plumbing fixtures, or from electrical wires, or from gas or odors, or caused in any manner whatsoever.

## ARTICLE 31. REAL ESTATE TAXES.

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31.1 In addition to the rental and other payments herein provided, Tenant shall also pay to Landlord, concurrently with payments of minimum guaranteed monthly rental, Tenant's proportionate share of the Real Estate Taxes hereinafter defined, for the portion of initial calendar year of the term hereof during which Tenant is occupying the Premises and for each calendar year during the term thereafter.

31.2 Prior to the commencement of each subsequent calendar year during Tenant's occupancy, Landlord shall provide an estimate of the Real Estate Taxes for such calendar year, reflecting any anticipated increase or decrease therein and thereof in twelve (12) equal monthly installments at the time and place provided herein for a minimum guaranteed rental.

31.3 Upon the receipt of the final tax bill for each tax year, Landlord shall furnish to Tenant a statement of Landlord's Real Estate Taxes for such year. A lump sum, payment will be made from Landlord to Tenant or from Tenant to Landlord, as appropriate, within ten (10) days after the delivery of such statement, which payment shall be equal to the difference between the actual Real Estate Taxes and the estimated Real Estate Taxes for the just completed year. Even though the term of this lease has expired and Tenant has vacated the Premises when the reconciliation is made between actual and estimated Real Estate Taxes for the year in which this lease terminates, Tenant shall immediately pay any amount due in excess of the estimated monthly amounts previously paid, or any overpayment shall be immediately rebated by Landlord to Tenant.

31.4 All increases in Real Estate Taxes shall be paid by Tenant in the proportion which Tenant's net rental area bears to the total net rentable in the Center, such proportion being herein called "Tenant's Share".

31.5 An adjustment pursuant to this Article 31 shall operate retroactively to and including the first day of each calendar year. All adjustments so made shall continue for the full initial term of this lease, and any extensions or renewals thereof, unless otherwise modified pursuant hereto. If the term of this lease either begins or ends on other than the first or the last day of a calendar year, respectively, all adjustments pursuant to this Article 31 for both the first and the last year of this lease shall be prorated by a fraction, the numerator of which shall be the number of days during such calendar year in which Tenant occupied the Premises pursuant to this Lease, and the denominator of which shall be 365.

31.6 Tenant, at its expense, shall have the right at all reasonable times to inspect Landlord's records relating to the Real Estate Taxes for any year or years for which additional payments hereunder become due.

31.7 As used herein, the term "Real Estate Taxes" shall be computed on an accrual basis and shall consist of (i) the cost of all general and special taxes and assessments and governmental charges, whether federal, state, county or municipal and whether they be by taxing districts or authorities presently taxing the Center or by others, subsequently created or otherwise, and any other taxes and assessments assessed or imposed upon the Land, the Building, the operation of the Center and the rents therefrom, excluding, however, ad valorem taxes on Tenant's personal property and leasehold improvements (Tenant agrees to be responsible for such ad valorem taxes) and federal and state taxes on income unless the same shall be imposed in lieu of real estate taxes or other ad valorem taxes or increases therein; and (ii) the cost of all fees incurred in connection with real estate tax services including, but not limited to, efforts to obtain real estate tax reductions.

## ARTICLE 32. INDEMNITY AND INSURANCE.

32.1 Tenant covenants and agrees that it will indemnify and hold Landlord harmless against and from (i) any penalty, claims, losses damages or expenses (including reasonable attorneys fees and court costs) imposed or arising from any violation of any law or ordinance, whether occasioned by the neglect of Tenant or those holding under Tenant, (ii) all claims, losses, costs, damages or expenses (including reasonable attorneys fees and court costs) arising out of or from any accident or other occurrence on or about the Premises causing injury or damage to any person or property whomsoever or whatsoever, (iii) and all claims, losses, costs, damages, or expenses (including reasonable attorneys fees and court costs) arising out of any failure of Tenant in any respect to comply with and perform all requirements and provisions of this lease.

32.2 Tenant agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon or about the Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the Premises during the term of this lease, such insurance at all times be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury to any one person, and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for injuries to more than one person in one accident, and not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for property damage in any one occurrence. Tenant shall also carry "all risk" insurance, including water damage, insuring its interest in the tenant improvements in the Premises and its interest in all personal property, equipment and trade fixtures in the Premises. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of Illinois, and all liability insurance shall name Landlord and any mortgagee as an additional insured. Tenant shall deliver to Landlord customary insurance certificates evidencing such insurance on or before the Commencement Date and shall deliver updated certificates of insurance to Landlord not less than thirty (30) days prior to the expiration of any such certificate and from time to time upon request by Landlord. If Tenant fails to furnish such certificates, Landlord may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by Tenant unto Landlord.

32.3 Without limiting any covenant of Tenant concerning Tenant's use of the Premises, if Tenant's occupancy causes any increase of premium for the fire and/or casualty rates on the Premises or any part thereof above the rate for the lease hazardous type of occupancy legally permitted in the Premises, Tenant shall pay the additional premium on the rental insurance policy that may be carried by Landlord for its protection against rental loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

#### ARTICLE 33. ROOF PENETRATION.

33.1 Any penetration of the roof or wall of the Building necessary to install any equipment or machinery by Tenant, or his agents, to vent, etc., shall be at the sole cost of the Tenant. Tenant shall be responsible for proper installation, flashing, weatherproofing and escutcheon plates required and shall be liable for damages to Landlord's or any Tenant's property resulting from leakage or faulty installation of any equipment or machinery. Tenant shall notify Landlord before any said penetrations are made, and shall make no cuts without Landlord's written consent.

#### ARTICLE 34. NOTICES

34.1 All notices permitted or required to be given hereunder shall be in writing and shall be deemed to have been duly given if either delivered personally or sent by certified or registered mail with postage prepaid.

Notices for Landlord shall be addressed to it at:  
Orland Auto Center  
215 East 9<sup>th</sup> Street  
Lockport, Illinois 60441

Notices for Tenant shall be addressed to it at:  
TK Automotive, LLC  
9280 West 159<sup>th</sup> Street  
Orland Park, Illinois 60462

#### ARTICLE 35. ESTOPPEL CERTIFICATE BY TENANT.

35.1 Prior to the date Tenant opens for business and from time to time when requested, Tenant shall deliver to Landlord a written statement certifying that Tenant has accepted possession of the Premises, that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic rent and other charges have been

paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of the Premises, the Building or the Center.

#### ARTICLE 36. REAL ESTATE COMMISSION.

36.1 Tenant agrees to indemnify and hold harmless Landlord of and from all liability for any claim for real estate brokerage or commissions in connection with this in any way been instrumental in incurring or causing such liability. Landlord agrees to indemnify and hold harmless Tenant of and from all liability for any claim for real estate brokerage or commission in connection with this transaction, to the extent that Landlord has incurred, caused or in any way been instrumental in incurring or causing such liability.

#### ARTICLE 37. OPTION TO RENEW.

37.1 (a) Tenant shall have an option to renew this lease for an additional period as specified on the Reference Page (the "Option Period"), upon the same terms and conditions as are contained in this lease, except that the minimum guaranteed monthly rental due pursuant to Section 5.2 hereof (the "Base Rental") shall be increased as specified on the Reference Page.

37.1 (b) Tenant's option to renew this lease shall be exercised by delivering to Landlord a written notice of intent to exercise the option not less than three (3) months prior to the expiration of the initial and subsequent terms of this lease, otherwise such option shall terminate.

#### ARTICLE 38. MISCELLANEOUS.

38.1 This lease shall be governed by and construed in accordance with the laws of the State of Illinois.

38.2 All pronouns and any variations therein shall be deemed to refer to the masculine, feminine, neuter singular and plural as the identities of the persons referred to may require.

38.3 Any provisions of this lease which shall be deemed void, unenforceable or contrary to public policy, in whole or in part by any court of competent jurisdiction, shall be deemed severed from this lease and the remaining provisions of this lease shall be not affected thereby in such remaining provisions could then continue to comply with the purposes of this lease and the requirements of the law.

38.4 Landlord and Tenant agree that this lease contains the entire agreement between them and shall not be modified in any manner except by an instrument in writing signed by each of them.

38.5 This lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

38.6 This lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

38.7 Upon the execution and delivery of this lease, Tenant shall deliver to Landlord a certified copy of the resolution of the board of directors of Tenant which authorizes the execution and delivery of this lease and the performance by Tenant hereunder.

38.8 The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Building so that in the event of any assignment, conveyance or sale, once or successively, of the Building, or any assignment of this Lease by Landlord, said Landlord named herein shall be and hereby is entirely free and relieved of all covenants and obligations of Landlord hereunder accruing after such sale or assignment, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. This Lease shall not be affected by any such assignment, conveyance or sale and Tenant agrees to attorn to the purchaser, grantee or assignee.

ARTICLE 39. EXCULPATION.

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39.1 It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord or its partners and any liability for damage or breach or non-performance by Landlord shall be collectible only from Landlord's equity in the Center and no personal liability is assumed by, nor at any time may be asserted against, Landlord, its beneficiaries or their partners, officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant. If Landlord is a trustee under a land trust agreement, this Lease is executed by such trustee, not personally but solely as trustee and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the trustee, individually, or for the purpose of binding it personally, but this Lease is executed and delivered by the trustee, solely in the exercise of the powers conferred upon it as such trustee under said trust agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against said trustee, the beneficiary of said trust of its Agent on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressly waived and released by the parties hereto or holder hereof, and by all personal claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this lease in triplicate originals, one retained by Tenant and two by Landlord, this thirtieth day of April, 2002.

LANDLORD: Waleczak Family Limited Partnership

TENANT: T K Automotive, LLC

By:

[Signature]

By:

[Signature]

Title:

Physician - Waleczak, Benjamin  
Benjamin Waleczak

Title:

MANAGING MEMBER

ATTEST:

ATTEST:

By:

[Signature]

By:

[Signature]

Title:

N/A

Title:

MANAGING MEMBER

Dated:

7/24/02

Dated:

4/30/02