

UNOFFICIAL COPY



Doc#: 0327244216
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 09/29/2003 02:16 PM Pg: 1 of 14

GEORGE E. COLE ®
LEGAL FORMS

No. 9-REC
April 2000

STORE LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

HA *9-22-05*

TERM OF LEASE		Above Space for Recorder's use only
BEGINNING	ENDING	
<i>Dec 1 - 00</i>	<i>Nov 30 - 05</i>	
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES
See Rider		2820 W. North Avenue, Chicago, IL
PURPOSE		
Operation of a PostNet Postal and Business Center		

LESSEE		LESSOR	
NAME	• City Post, Inc.	NAME	• Prospect Development & Management, Inc.
ADDRESS	• 2820 W. North Ave	ADDRESS	• 3813 N. Kedzie
CITY	• Chicago, IL 60647	CITY	• Chicago, IL 60618

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

- 1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.
- 2. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the

UNOFFICIAL COPY

GEORGE E. COLE®
LEGAL FORMS

No. 9-REC
April 2000

STORE LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

TERM OF LEASE		Above Space for Recorder's use only
BEGINNING	ENDING	
Dec 1 - 00	Nov 30 - 05	
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES
See Rider		2820 W. North Avenue, Chicago, IL
PURPOSE		
Operation of a PostNet Postal and Business Center		

H.A. 9-22-05

LESSEE		LESSOR	
NAME	• City Post, Inc.	NAME	• Prospect Development & Management, Inc.
ADDRESS	• 2820 W. North Ave	ADDRESS	• 3813 N. Kedzie
CITY	• Chicago, IL 60647	CITY	• Chicago, IL 60618

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

- 1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.
- 2. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the

UNOFFICIAL COPY

same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

3. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

4. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

~~**5. CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.~~

6. REPAIRS AND MAINTENANCE. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

7. ACCESS TO PREMISES. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

UNOFFICIAL COPY

9. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

10. **HEAT.** Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

11. **FIRE AND CASUALTY.** In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

12. **TERMINATION; HOLDING OVER.** At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of _____ dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

13. **LESSOR'S REMEDIES.** If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of

UNOFFICIAL COPY

any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

14. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

15. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

~~**16. CONFESSION OF JUDGMENT.** Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.~~

17. LESSOR'S LIEN. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the order of the court appointing him.

18. REMOVAL OF OTHER LIENS. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

20. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

21. MISCELLANEOUS. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

UNOFFICIAL COPY

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

22. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above. Please print or type name(s)

LESSEE: City Post, Inc.

LESSOR: Prospect Development & Management, Inc.

Eric Pascal (SEAL)
Its President (SEAL)

[Signature] (SEAL)
Its President (SEAL)

ASSIGNMENT BY LESSOR

On this _____, 20_____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 20_____.

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

GUARANTEE

On this _____, 20_____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

UNOFFICIAL COPY**STORE RIDER "A"
ANNEXED TO AND FORMING PART OF LEASE**

DATE: _____

BETWEEN

PROSPECT MANAGEMENT & DEVELOPMENT, INC.
(Landlord)

AND

CITY POST, INC.
(Tenant)

INSOFAR as any of the following stipulations conflict with any of the foregoing provisions of the attached Lease, the following shall overrule and control:

1. **Lease Term.** The term of the Lease shall be for a period of five (5) years and shall commence on December 1, 2000, and shall expire on November 30, 2005, unless that term is terminated sooner pursuant to, in accordance with, or under any applicable provision set out elsewhere among the terms, conditions and coverage of this Lease.

2. **Rent.** Tenant hereby covenants and agrees to pay to Landlord at the office of the Landlord, or at any other location that Landlord, from time to time may designate, the following rental:

1 st year	-	\$1,750.00
2 nd year	-	\$1,820.00
3 rd year	-	\$1,903.00
4 th year	-	\$1,980.00
5 th year	-	\$2,060.00

Rent shall be abated in the first month of each lease year of Lease Years 1, 2, and 3.

Option years:

1 st year	-	\$2,600.00
2 nd year	-	\$2,704.00
3 rd year	-	\$2,813.00
4 th year	-	\$2,926.00
5 th year	-	\$3,043.00

UNOFFICIAL COPY

3. **Security Deposit.** Tenant agrees to deposit with Landlord, upon the signing of this Lease, the total sum of Five Thousand Two Hundred Fifty Five & 00/100 Dollars (\$5,250.00) as security for the full and faithful performance by Tenant of each and every term, condition and covenant of this Lease. If Tenant should default in the performance of any of the terms, conditions and covenants of this Lease including but not limited to, the payment of Rent, Landlord may use, apply or retain the whole or any part of the security deposit for the payment of any defaulted Rent; for any other cost or expense which the Landlord may incur or be required to incur by reason of any default by Tenant, including, without limitation, any damages or deficiency in the reletting of the Premises, whether those damages or that deficiency shall have accrued before or after any re-entry or the Premises by Landlord.

4. Landlord represents that at the commencement date of this lease, the roof, all plumbing, electrical lines, air conditioning, and heating systems are in good working condition and Landlord further warrants their operation for the term of the lease and all options to follow.

5. Tenant shall have the right to install and display a typical, illuminated, PostNet International sign outside the demised premises, provided such signs are permitted by local or municipal codes and to install sign on the west wall of Landlord's building, in such size to be determined.

6. Landlord agrees to allow Tenant to display such proprietary marks and signage as Franchisor may now or hereinafter prescribe. Any such marks will be subject to local codes and Landlord's reasonable approval.

7. Landlord will not rent adjacent or surrounding premises to another retail business engaged in the sale of shipping, mailing or business supply specialties during the term of this lease.

8. Landlord represents that there is a minimum of 100 amps within the leased premises available for tenant's use.

9. Tenant shall occupy and use the Premises, primarily, to engage in and to conduct perform and carry out the business and enterprise of operating a Postal and Business Center, doing business under the name and style of PostNet International. Tenant, at the sole cost and expense of Tenant, shall comply, promptly with all applicable statutes, ordinances, rules, regulations, orders and other requirements controlling, regulating and governing the occupation and use of the Premises by Tenant.

10. Landlord agrees that this Lease can be assigned to one or more bona fide PostNet International franchisees, with the consent of Landlord which consent shall not be unreasonably withheld. Tenant may not sublease or assign any portion of the Premises without approval in writing by Franchisor.

11. Landlord represents that this Lease is subject to Tenant being permitted to use the

UNOFFICIAL COPY

demised premises as a PostNet International Postal and Business Center, not in violation of any local or municipal ordinance. In the event of a violation, then Tenant shall have the option, upon fifteen (15) days written notice to Landlord, to terminate this Lease.

12. Whenever, under this Lease, provision is made for requirement of a consent or approval by the Landlord of an action proposed by the Tenant, such consent or approval will not be unreasonably withheld or unduly delayed. Landlord shall provide said consent or response within 15 days of receipt of written request.

13. If all or any part of the leased premises is taken by any public or quasi-public authority under the power of eminent domain, Tenant's personal property shall be and remain the property of Tenant. If the entire premises, or so much a part thereof as to make the balance not reasonably adequate of the conduct of Tenant's business (notwithstanding restoration by Landlord as hereinafter provided), is taken under the power of eminent domain, this Lease shall automatically be terminated as of the date on which the condemning authority takes possession.

14. Should the building of which the leased premises is a part be totally or substantially destroyed by fire, explosion, tornado or act of God, making the leased premises wholly untenable and unfit for the conduct of Tenant's business, then either Tenant or Landlord shall have the right by written notice to the other within thirty (30) days after such occurrence, to terminate this Lease, and all rents and other charges shall be adjusted to the date of such destruction. If, however, such damage is only partial (less than fifty (50) percent of the demised premises), then Landlord shall promptly repair such damage and restore the leased premises to substantially the same condition as before the occurrence of such damage. Landlord shall, within thirty (30) days from the date of occurrence, make a determination if said premises can be restored to a substantially similar condition within one hundred twenty (120) days. If Landlord determines premises cannot be restored to a substantially similar condition within that time frame, or if Landlord commences to restore premises to a similar condition within that time frame, or if Landlord commences to restore premises to a similar condition but is unable to complete said renovations within one-hundred twenty (120) days, then Tenant may, by written notice, cancel said Lease within thirty (30) days of Landlord's determination. Rent shall abate proportionately during the period and to the extent that the demised premises are unfit for use by Tenant and not actually used by Tenant in the ordinary conduct of its business.

15. Notwithstanding said commencement date, if for any reason Landlord cannot deliver possession of the demised premises to tenant on said date, Tenant shall not be obligated to pay rent until possession of the demised premises is tendered to Tenant; provided, however, that if Landlord does not deliver possession of the demised premises within sixty (60) days from said commencement date, Tenant may, at Tenant's option, by written notice to the Landlord, cancel this Lease, in which event, the partial shall be discharged from all obligations and any security deposits will be refunded to Tenant.

16. It is agreed that Tenant shall have the right to assign this Lease to an operating corporation that is formed or might be formed by Tenant during the term of this Lease without any further approval from Landlord.

UNOFFICIAL COPY

17. Landlord shall, in writing, notify PostNet International Franchise Corporation, Attention: Mr. Dayton Baldwin III, Director of Store Development, 181 N. Arroyo Grande Blvd. Suite 100, Henderson, Nevada 8910, of any default of Tenant under any of the terms of this Lease within thirty (30) days of said default.

18. In addition to the base Rental as provided in Paragraph 3 above, Tenant shall also pay, commencing with first payment of Base Rent and for the duration of the Lease, each month, a sum equal to $1/12^{\text{th}}$ of the most recent ascertainable real estate taxes for the property, multiplied by a fraction; the numerator of which is Tenant's square footage and the denominator of which is the square footage of the entire building, which is the Tenant's pro rata share of expenses. In the event Landlord should be successful in contesting the real estate taxes, Tenant's tax payments under this section shall not be reduced when the tax bill is reduced as a result of Landlord's contesting the real estate taxes until the Landlord has recovered all costs and expenses paid in connection with such contest from the amount that the taxes would have been reduced to Tenant under the new lower tax bill.

19. Tenant shall insure the premises with a responsible insurance company for not less than \$500,000 dollars of public liability insurance, naming the Landlord as an additional insured, and to show the Landlord proof of same. Failure to obtain said insurance shall be considered an act of default of this Lease and shall give the Landlord the right to terminate the Lease.

In addition, Tenant shall obtain insurance against fire, vandalism, and the extended coverage perils for the full insurable value of all contents of Tenant within the premises, to include but not limited to furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the premises.

20. Unless otherwise stated herein, Tenant, during the Lease Term of this Lease, solely and exclusively, shall be responsible and obligated to pay all charges, levies and other assessment for all of the electricity and heat, the telephone service as well as any other utility or service which may be used in or upon the Premises by Tenant, including any tax imposed for the use of that utility or service.

21. Tenant agrees to, at all times, and at the sole cost and expense of Tenant keep and maintain the interior portion of the Premises, including the walls, floors, and ceiling, the heating, ventilating, and air conditioning equipment, as well as the plumbing and electric fixtures and outlets, in good working order, conditional and repair throughout the Lease Term of this Lease. Should Tenant fail to make any repair in or to the Premises promptly or adequately, Landlord, at the option of Landlord, may make the repair and Tenant, upon receipt of an invoice from Landlord, shall pay Landlord, the total cost of that repair.

22. Tenant shall not do alterations or remodeling to the premises without first obtaining the prior written consent of Landlord in and for each and every instance. Decorative alterations shall not require the consent of the Landlord. Unless otherwise agreed by Landlord and Tenant in writing, all work of this type or kind shall be performed either by or under the direction of Landlord, but exclusively at the cost and expense of Tenant. Any decision by Landlord to refuse that requisite consent shall be conclusive. Landlord consents to the

UNOFFICIAL COPY

installation of fixtures by PostNet International per the franchisor's requirements. Further, Franchisor shall have the right, but not the obligation to enter the Premises to make reasonable modifications, with Landlord's consent, necessary to protect the Proprietary Marks or the System or to cure any default under the Franchise Agreement or under this lease.

23. Tenant shall permit Landlord to erect, use and maintain pipe, ductwork, wiring and conduit in and through the Premises. Landlord, together with the agents and employees of Landlord shall have the right to enter upon the Premises, not only to inspect the Premises but to perform all the work to make repairs, alterations, improvements or additions to the Premises or to the Building as Landlord may deem necessary or desirable. Access to the premises shall be by prior notice, except in cases of health and safety emergencies, and shall not interfere with Tenant's ability to conduct his business.

24. Tenant agrees to indemnify and hold Landlord, his beneficiaries, partners and respective agents and employees harmless from, and concurrently waives all claims for any injury or damage done to or sustained by the person or property of Tenant or any of the agents, employees, the guests and other invites of Tenant in or on the Premises, resulting from the Premise; or, resulting from any equipment or appurtenance becoming out of repair; or, resulting from any accident in or about the Premises; or resulting directly or indirectly, from any act or through the negligence of Tenant or any other tenant or occupant of the Premises or of any person, including the Landlord and the agents, employees and beneficiaries of Landlord.

25. Landlord may assess or charge Tenant five (5%) of the monthly rental payment as a late charge for each rental payment due hereunder which is paid or delivered to Landlord after the fifth (5th) day of the month in which said payment becomes due.

26. Tenant, at any time that Tenant is not in default hereunder, may remove its movable trade fixtures and equipment, excluding carpeting, and upon the expiration and termination of this lease, if so requested by Landlord, shall remove all fixtures and equipment are fastened to the Building and regardless of the manner in which they are fastened; provided, however, that Tenant shall fully repair damage of any kind or character occasioned by the removal of any such fixtures or equipment and shall leave the Premises and Building in a good, clean and sanitary condition.

27. (a) If any voluntary or involuntary petition or similar pleading under any section or section of any bankruptcy act shall be filed by or against Tenant, or any voluntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty (30) days from the date it is filled, Landlord may elect, but it is not required and with or without notice of such election, and with or without entry or other action by Landlord, to forthwith terminate this Lease, and notwithstanding any other provision of this Lease, Landlord shall forthwith upon such termination be entitled to recover damages in an amount equal to the then present value of the rent specified in Section 3 of this Lease for the residue of the stated term hereof, less the fair market value of the Premises realized for the residue of the terms, if release.

UNOFFICIAL COPY

(b) If Tenant defaults in the payment of rent, and Tenant does not cure the default within five (5) days after demand for payment of such rent, or if Tenant defaults in the prompt and full performance of any other provision of this Lease, and Tenant defaults in the prompt and full performance of any other provision of this Lease, and Tenant does not cure the default within (30) days after written demand by Landlord that the default be cured unless the default involves a hazardous condition, which shall be cured forthwith upon Landlord's demand, or if the leasehold interest of the Tenant be levied upon under execution or be attached by process of law, or if Tenant makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of Tenant, or if Tenant abandons the Premises, then and in any such event Landlord may, if Landlord so elects but not otherwise, and with or without notice of such election and with or without any demand whatsoever, either forthwith terminate this Lease and tenant's right to possession of the Premises or, without terminating this Lease, forthwith terminate Tenant's right to possession of the premises.

28. Tenant agrees that upon written request of the holder of any note and mortgage on the Building securing such note, Tenant will agree in writing that:

(a) No action taken by the holder of such note to enforce such mortgage by reason of default there under shall terminate this Lease or invalidate or constitute a breach of any of the terms or conditions hereof, and

(b) Tenant will attorney to the purchase of any foreclosure sale or the grantee of any conveyance in lieu of foreclosure by Landlord of the Premises; and,

(c) Tenant will, upon written request of such purchaser or grantee, execute such instruments as may be necessary or appropriate to evidenced such attornment, provided that the holder of such request, that so long as Tenant shall not be in default under this Lease, Tenant's right of possession and enjoyment of the Premises shall be and remain undisturbed and unaffected by the holder of the note and mortgage or by any foreclosure proceedings there under.

29. Tenants are individuals. If Tenant is a corporation, it is expressly represented by Tenant and its officers executing this Lease upon its behalf, that Tenant is a corporation duly organized and existing under the laws of the State of Illinois and duly authorized by the State of Illinois to do business in Illinois; and that the execution of this lease by said corporation has been duly authorized by resolution of its Board of Directors.

30. Should Tenant default under any of the provision so this lease and Landlord desires to terminate the same; or if Tenant is in default under any provision of its Franchise Agreement and PostNet International Franchise Corporation desires to terminate the Franchise Agreement, Landlord and Tenant agree that Franchisor shall have the right, subject to applicable law, but not the obligation, to assume the obligations of the Tenant under its lease upon the same terms and conditions provided Franchisor notifies Landlord of its intent within thirty (30) days of said default.

In Witness Whereof, Landlord and Tenant have signed this Lease on the date and year first written above.

UNOFFICIAL COPY

Landlord:
Prospect Management &
Development Inc.

Tenant:
City Post, Inc.

By: [Signature]

By: [Signature]

Attest: [Signature]

Attest: [Signature]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ASSIGNMENT OF LEASE

City Post, Inc. hereby transfers to Urban Copy, Inc. all of its right, title and interest in and to a certain real estate lease for the premises at 2820 W. North Avenue, Chicago, Illinois, as attached hereto.

Rent has been paid through September 30, 2003. Urban Copy, Inc. will hold harmless and indemnify City Post, Inc. from any claims by Lessor for the duration of this lease.

Signed this 11th day of September, 2003.

City Post, Inc.

By: *Eduardo*
Its: *President*

Accepted this 11th day of September, 2003

Urban Copy, Inc.

By: *[Signature]*
Its: *President Urban Copy 9/22/03*

Lease assignment approved and accepted this 22 day of September, 2003.

[Signature]

Lessor

Property of Cook County Clerk's Office