

UNOFFICIAL COPY



Doc#: 0414848226
Eugene "Gene" Moore Fee: \$90.00
Cook County Recorder of Deeds
Date: 05/27/2004 12:54 PM Pg: 1 of 13

COMMERCIAL LEASE

THIS LEASE is made on the 25th day of February, 2002.

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: SY-BAR ASSOCIATES, INC. TENANT(S): SUNAMANDA, INC.
Address: 3871 Jerome Street 133 N. Highland Avenue
Skokie, IL 60076-3922 Elmhurst, IL 60126-2538

- Leased Premises.** The Leased Premises are those premises described as: First floor at 2165 N. Western Avenue, Chicago, IL 60647-4146
- Term.** The term of the Lease shall be for a period of three (3) years, commencing on the 1st day April, 2002 ending on the 31st day of March, 2005 unless sooner terminated as hereinafter provided. If Tenant remains in possession of the Leased Premises with the written consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the Lease by giving at least one month's prior written notice to the other party.
- Rent.** The Tenant agrees to pay the ANNUAL RENT of See Rider "A" Dollars (\$) payable in equal installments \$ in advance on the first day of each and every calendar month during the full term of this Lease.
- Rent Adjustment.** If in any tax year commencing with the fiscal year , the real estate taxes on the land and buildings, of which the Leased Premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), Tenant will pay to Landlord as additional rent hereunder, when and as designated by notice in writing by Landlord, per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year.
- Security Deposit.** The sum of THREE THOUSAND FIVE HUNDRED Dollars (\$3,500.00) is deposited by the Tenant with the Landlord as security for the faithful performance of all covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to the Tenant.
- Delivery of Possession.** If for any reason the Landlord cannot deliver possession of the leased property to the Tenant when the lease term commences, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Landlord delivers possession.
- Use of Leased Premises.** The Leased Premises may be used only for the following purpose(s): Restaurant with Liquor

P14 = 14-31-118-031-0000

Joseph Curran

DONE AT CUSTOMER'S REQUEST

90.50

13

UNOFFICIAL COPY

8. **Utilities.** Except as specified below, the Tenant shall be responsible for all utilities and services that are furnished to the Leased Premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Tenant:
(List exceptions, if any) _____
9. **Condition of Leased Premise; Maintenance and Repair.** The Tenant acknowledges that the Leased Premises are in good order and repair. The Tenant agrees to take good care of and maintain the Leased Premises in good condition throughout the term of the Lease.
- The Tenant, at his expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances. The quality and class of all repairs and replacements shall be equal to or greater than the original worth. If Tenant defaults in making such repairs or replacements, Landlord may make them for Tenant's account, and such expenses will be considered additional rent.
10. **Compliance with Laws and Regulations.** Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant at its expense shall obtain all required licenses or permits for the conduct of its business within the terms of this lease, or for making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses.
11. **Alterations and Improvements.** Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on, the Leased Premises without Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made, and fixtures installed by Tenant shall become Landlord's property at the end of the Lease term. Landlord may, however, require Tenant to remove such fixtures, at Tenant's expense, at the end of the Lease term.
12. **Assignment/Subletting Restrictions.** Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.
13. **Insurance.**
- (i) **By Landlord.** Landlord shall at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Leased Premises are located fire insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association. Tenant shall on demand reimburse the Landlord and all other tenants, the full amount of any increase in insurance premiums caused by the Tenant's use of the premises.

UNOFFICIAL COPY

- (ii) **By Tenant.** Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage and plate glass insurance policies with respect to the Leased Premises. Such policies shall name the Landlord and Tenant as insureds, and have limits of at least \$_____ for injury or death to any one person and \$_____ for any one accident, and \$_____ with respect to damage to property and with full coverage for plate glass. Such policies shall be in whatever form and with such insurance companies as are reasonably satisfactory to Landlord as additional insured, and shall provide for at least ten days' prior notice to Landlord of cancellation. See Rider "A"
14. **Indemnification of Landlord.** Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises, arising out of Tenant's use or occupancy of the Leased Premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or invitees.
15. **Condemnation.** If all or any part of the Leased Premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.
16. **Destruction of Premises.** If the building in which the Leased Premises is located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Tenant's fault, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenantable, the rent shall be apportioned until the damage is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.
17. **Landlord's Right upon Default.** In the event of any breach of this lease by the Tenant, which shall not have been cured within TEN (10) DAYS, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided by law, it may either terminate this Lease or may, from time to time, without terminating this lease, relet the Leased Premises or any part thereof, for such term and such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Tenant hereunder; the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay to the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord, including reasonable attorney's fees, relating to such reletting.
18. **Quiet Enjoyment.** The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

UNOFFICIAL COPY

- 19. **Landlord's Right to Enter.** Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.
- 20. **Surrender upon Termination.** At the end of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted.
- 21. **Subordination.** This lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.
- 22. **Additional Provisions:** See Rider "A"
- 23. **Miscellaneous Terms.**
 - (i) **Notices.** Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.
 - (ii) **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
 - (iii) **Waiver.** The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
 - (iv) **Complete Agreement.** This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
 - (v) **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.
- 24. **[FOR LEASED PREMISES IN FLORIDA ONLY]: RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF the parties have set their hands and seals on this 25th day of February, 2002.

SY-BAR ASSOCIATES, INC.

SUNAMANDA Inc.

By *James L. Taylor*
 Landlord or
 Landlord's Authorized Agent

By *Joseph Kurian*
 Tenant: JOSEPH KURIAN

UNOFFICIAL COPY

- 19. **Landlord's Right to Enter.** Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.
- 20. **Surrender upon Termination.** At the end of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted.
- 21. **Subordination.** This lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.
- 22. **Additional Provisions:** See Rider "A"
- 23. **Miscellaneous Terms.**
 - (j) **Notices.** Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.
 - (ii) **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
 - (iii) **Waiver.** The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
 - (iv) **Complete Agreement.** This lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
 - (v) **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.
- 24. **(FOR LEASED PREMISES IN FLORIDA ONLY): RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF the parties have set their hands and seals on this 25th day of February, 2002.

SY-BAR ASSOCIATES, INC.

SUNRAMANDA Inc.

By Jaimie L. Syf
Landlord or
Landlord's Authorized Agent JK

By Joseph Kurian
Tenant: JOSEPH KURIAN JK

UNOFFICIAL COPY

RIDER TO LEASE (A)

THIS RIDER ATTACHED TO AND MADE A PART OF A STORE LEASE BY AND BETWEEN SY-BAR ASSOCIATES, INC., of 3871 Jerome Street, Skokie, Illinois 60076, as "LESSOR" and JOSEPH KURIAN, of 133 N. Highland Avenue, Elmhurst, IL 60126, as "LESSEE", for the store premises located at 2165 North Western Avenue, Chicago, Illinois 60647, Dated February 25, 2002.

25. It is specifically understood and agreed by and between the parties hereto that in the event of a conflict in the terms of this RIDER and provisions of the Lease to which it is attached, that the terms of this RIDER shall govern provided, however, that in all respects other than herein mentioned, the provisions of said Lease shall be applicable, and shall remain in full force and effect.
26. **SECURITY DEPOSIT:** Simultaneously with the execution of this Lease, Lessee shall deposit the sum of THREE THOUSAND FIVE HUNDRED (\$3,500.00) DOLLARS as and for Security Deposit, which Security Deposit shall not be applied to the last monthly rent due, but shall be returned to Lessee upon the compliance of all terms of this Lease and the return of the physical premises to Lessor in broom clean condition and as hereinafter specified.
27. The base monthly rent for the demised premises shall be as follows:
- (a) THREE THOUSAND (\$3,000.00) DOLLARS payable on the first day of each month beginning on April 1, 2002 and through September 30, 2002.
 - (b) THREE THOUSAND TWO HUNDRED FIFTY (\$3,250.00) DOLLARS from October 1, 2002 through March 31, 2003.
 - (c) THREE THOUSAND FIVE HUNDRED (\$3,500.00) DOLLARS from April 1, 2003 through September 30, 2003.
 - (d) FOUR THOUSAND (\$4,000.00) DOLLARS from October 1, 2003 through March 31, 2004.
 - (e) FOUR THOUSAND FIVE HUNDRED (\$4,500.00) DOLLARS from April 1, 2004 through March 31, 2005.
 - (f) Tenant shall have the option to extend this lease annually for an additional seven (7) years with rentals as follows:
 - (1) FOUR THOUSAND SIX HUNDRED THIRTY-FIVE (\$4,635.00) DOLLARS from April 1, 2005 through March 31, 2006 and at a yearly increase of 3% each year until the expiry of the extended lease period.

UNOFFICIAL COPY

28. Lessee further covenants and agrees that he will carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for, which insurance shall designate Lessor as an additional party insured, and such other parties as Lessor may designate, in writing (hereinafter collectively referred to as "Additional Parties"):
- (a) Lessee shall, at all times during the term hereof, carry and maintain for the mutual benefit of Lessee and Additional Parties, general comprehensive liability insurance against claims for bodily injury, sickness or disease, including death and property damage on or about the premises, to the limit of not less than One Hundred - Three Hundred Thousand (\$100,000.00 - \$300,000.00) Dollars, with respect to each person; and to the limit of not less than Three Hundred Thousand (\$300,000.00) Dollars, in respect to any one occurrence causing bodily injury or death, and to the limit of not less than Three Hundred Thousand (\$300,000.00) Dollars, in respect to property damage. If during the period of this Lease, higher limits of insurance than those above mentioned, shall be appropriate, customarily and generally required for like premises in the vicinity of premises, utilized for similar uses, then, upon request by Lessor, Lessee will procure such insurance with such higher limits. (for the insurance shown below the standards described in this Paragraph shall apply).
 - (b) Workmen's Compensation. (If Lessee employs any employees)
 - (c) Plate glass insurance in sufficient amount to replace same in the event of loss.
 - (d) Liquor liability insurance (dramshop insurance) in the event that the Lessee shall be selling liquor on the premises.
29. All insurance, provided for in Paragraph 28 shall be obtained under standard-form policies issued by insurers of recognized responsibility, which are well-rated by national rating organizations, qualified to do and doing business in the State of Illinois, and which have been approved, in writing, by Lessor. Said policies shall be issued in the name of Lessee and Additional Parties, for the mutual and joint benefit and protection of the parties, and copies of said policies of insurance (or certificates thereof, if blanket policies) shall be delivered to Lessor. All public liability and property damage policies shall contain a provision that Additional Parties, although named as insured, shall nevertheless be entitled to recover under said policies for any loss occasioned by them, their servants, agents, and employees. As often as any policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All policies of insurance (or certificates thereof, if blanket policies) must contain a provision that the company writing said policy will give to Lessor a minimum of ten (10) days notice, in writing, in advance of any cancellation, modification or the effective date of any reduction in the amounts of

UNOFFICIAL COPY

insurance. The Lessee agrees to use his best efforts to obtain an endorsement to any such policy whereby the insurance company waives any right of subrogation against the Lessor on any claim that the Lessee, or any party having an interest in such insurance policy or the proceeds therefrom, may have against the Lessor.

30. Lessee shall save, hold and keep Lessor harmless from and will indemnify Lessor against any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including attorneys' fees, arising out of or in connection with any accident, injury or damage to persons or property occurring on or about the premises (excepting those caused by or resulting from the negligence of Lessor). Lessee shall also indemnify and hold Lessor harmless from and against any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including attorneys' fees, of persons occupying or leasing portions of the premises, persons providing services hereto, and actions of any governmental or quasi-governmental authority, with respect to the premises, provided that such claims or liabilities result from the acts or omissions of Lessee during the term of this Lease.
31. The Lessee shall throughout the term of this Lease, at his own cost and expense, put, keep and maintain the non-structural portions of the demised premises, together with the fixtures therein located in good, substantial and sufficient condition, repair and order together with all connections with the street, steam, water, electric, gas mains and sewers, air-conditioning apparatus, boilers and such other fixtures used in connection with the operation of the demised premises including any and all replacements made by the Lessee. Lessee shall further carry and maintain all licenses and other registry requirements of the City of Chicago, State of Illinois and the United States. Lessee shall additionally, during the initial lease term and any extension thereof, comply with all zoning, building, fire and health codes, laws and ordinances applicable to the operation of his business. The Lessee shall indemnify and save the Lessor harmless from and against any and all costs, expenses, claims, losses, damages, fines, or penalties, including counsel fees, because of or due to the Lessee's failure to comply with the foregoing, and the Lessee shall not call upon the Lessor for any disbursement or outlay of money whatsoever, and hereby expressly releases and discharges the Lessor of and from any liability or responsibility whatsoever in connection therewith.
32. Lessee shall maintain the demised premises and the exterior walks and alleyways free and clear of any and all debris and shall provide for adequate scavenger service for the removal of any trash and waste resulting from the Lessee's operation of its business and in winter Lessee shall keep the front of the leased premises clear of snow. It is specifically understood and agreed by Lessee that the Lessee undertakes to and hereby is responsible for the heating of the premises, maintenance of the heating, air conditioning and hot water heating equipment and replacement, if necessary, at the Lessee's expense.

UNOFFICIAL COPY

- 33. In addition to the provisions of paragraph 32 hereof the Lessee shall provide extermination and rodent control service at monthly intervals, or as often as shall be necessary to maintain the demised premises and the property in general insect and rodent free.
- 34. All restaurant equipment presently in the demised premises belonging to the Lessor is included under this Lease.
- 35. Upon the termination of this lease, and if Lessee is not in default hereunder, all personal property and trade fixtures shall remain the property of Lessee, except such fixtures as constitute permanent improvements, are necessary for the integral operation of the premises, or would require replacement by Lessor prior to re-letting. Lessee shall not acquire any right, title or interest in the restaurant equipment currently on the premises unless there is a separate writing for same signed by the parties hereto.
- 36. All payments hereunder, unless otherwise notified by Lessor or his agent, shall be made payable to SY-BAR ASSOCIATES, INC. at its address for notice.
- 37. There are no brokers involved in this transaction.
- 38. Notices pursuant to requirements hereof shall be addressed as follows:

To Lessee:

Joseph Kurian
 133 N. Highland Avenue
 Elmhurst, IL 60126-2538

To Lessor:

Sy-Bar Associates, Inc.
 3871 Jerome Street
 Skokie, Illinois 60076-3922

- 39. The laws of the State of Illinois shall govern the rights of the parties under this Lease. The place of this Lease is the County of Cook, State of Illinois.

WITNESS the hands and seals of the parties hereto, as of the date hereinabove stated.

Lessor:

SY-BAR ASSOCIATES, INC.

Jaimie L. Taylor

 BY:

Lessee:

SUNAMANDA, INC.

Joseph Kurian

 JOSEPH KURIAN

UNOFFICIAL COPY

40. The actual date of occupancy shall be sometime during the month of April 2002 and shall be duly communicated to the Lessor by the Lessee.

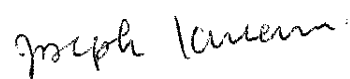
WITNESS the hands and seals of the parties hereto, as of the 25th day of February, 2002.

Lessor:
SY-BAR ASSOCIATES, INC.

Lessee:
SUNAMANDA, INC.



BY: JAIME L. SYFU



JOSEPH KURIAN

Property of Cook County Clerk's Office

UNOFFICIAL COPY**RIDER TO LEASE (B)**

THIS RIDER ATTACHED TO AND MADE A PART OF A STORE LEASE BETWEEN SY-BAR ASSOCIATES, INC., of 3871 Jerome Street, Skokie, Illinois "LESSOR" and SUNAMANDA, INC., of 133 N. Highland Avenue, Elmhurst, IL "LESSEE", for the store premises located at 3165 North Western Avenue, Chicago, Illir Dated July 1, 2002.

- (1) All terms of the Lease contract and "Rider to Lease (A)" dated February shall remain the same.
- (2) During the term of the Lease contract, the Lessee or his designee has the purchase the property (Restaurant/Lounge with two Residential Apartment present market value* or ONE MILLION TWO HUNDRED TH (\$1,200,000.00) DOLLARS whichever is higher.

WITNESS the hands and seals of the parties hereto, as of the date hereinabove stated

Lessor:	Lessee:
SY-BAR ASSOCIATES, INC.	SUNAMANDA, INC.

Jaime L. Syfu
 BY: JAIMÉ L. SYFU

Joseph Kurian
 JOSEPH KURIAN

* Market value to be established by the arithmetic average of the appraisals by 1 namely, one of the seller and the other of the buyer, for the purpose of availing ba financing purchase of the property, if deemed necessary by the parties.

UNOFFICIAL COPY

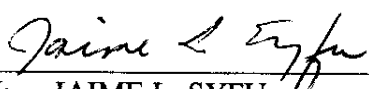
RIDER TO LEASE (C)

THIS RIDER ATTACHED TO AND MADE A PART OF A STORE LEASE BY AND BETWEEN SY-BAR ASSOCIATES, INC., of 3871 Jerome Street, Skokie, Illinois 60076, as "LESSOR" and SUNAMANDA, INC., of 133 N. Highland Avenue, Elmhurst, IL 60126, as "LESSEE", for the store premises located at 2165 North Western Avenue, Chicago, Illinois 60647, Dated July 1, 2002.

- (1) All terms of the Lease contract and 'Rider to Lease (A) dated February 25, 2002, shall remain the same except the monthly rent terms revised us under in item (2) of this document.
- (2) The revised base monthly rent for the demised premises with effect from July 1st, 2002 shall be as follows:
 - (a) TWO THOUSAND SEVEN HUNDRED FIFTY (\$2,750.00) DOLLARS payable on the first day of each month beginning on April 1, 2002 and through September 30, 2002.
 - (b) THREE THOUSAND (\$3,000.00) DOLLARS from October 1, 2002 through March 31, 2003.
 - (c) THREE THOUSAND TWO HUNDRED FIFTY (\$3,250.00) DOLLARS from April 1, 2003 through September 30, 2003.
 - (d) THREE THOUSAND SEVEN HUNDRED FIFTY (\$3,750.00) DOLLARS from October 1, 2003 through March 31, 2004.
 - (e) FOUR THOUSAND TWO HUNDRED FIFTY (\$4,250.00) DOLLARS from April 1, 2004 through March 31, 2005.
 - (f) Tenant shall have the option to extend this lease annually for an additional eight (8) years with rentals as follows:
 - (1) FOUR THOUSAND SEVEN HUNDRED TWENTY-FIVE (\$4,725.00) DOLLARS from April 1, 2005 through March 31, 2006.
 - (2) FOUR THOUSAND NINE HUNDRED SEVENTY-FIVE (\$4,975.00) DOLLARS from April 1, 2006 through March 31, 2007.
 - (3) FIVE THOUSAND TWO HUNDRED TWENTY-FIVE (\$5,225.00) DOLLARS from April 1, 2007 through March 31, 2008, and with an additional 3% annual increase every year thereafter.

WITNESS the hands and seals of the parties hereto, as of the date hereinabove stated.

Lessor:
SY-BAR ASSOCIATES, INC.


BY: JAIME L. SYFU

Lessee:
SUNAMANDA, INC.


JOSEPH KURIAN

UNOFFICIAL COPY

RIDER TO LEASE (C)

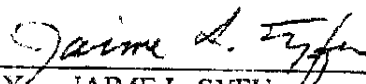
THIS RIDER ATTACHED TO AND MADE A PART OF THE STORE LEASE BY AND BETWEEN SY-BAR ASSOCIATES, INC., of 3871 Jerome Street, Skokie, Illinois 60076, as "LESSOR" and SUNAMANDA, INC., of 133 N. Highland Avenue, Elmhurst, IL 60126, as "LESSEE", for the store premises located at 2165 North Western Avenue, Chicago, Illinois 60647, dated September 30, 2002.

- (1) All terms of the Lease contract and 'Rider to Lease (A)' dated February 25, 2002, shall remain the same except the monthly rent terms revised us under in item (2) of this document.
- (2) The revised base monthly rent, payable on the first of each month, for the demised premises with effect from October 1st, 2002 shall be as follows:
 - (a) THREE THOUSAND DOLLORS (\$3000.00) from October 1st, 2002 through December 31st 2004.
 - (b) THREE THOUSAND AND NINETY DOLLORS (\$3090.00) from January 1st, 2005 through December 31st 2005.
 - (c) Tenant shall have the option to extend this lease annually for an additional eight (8) years, at a continuing annual lease increase of three percent (3%).

WITNESS the hands and seals of the parties hereto, as of the date hereinabove stated.

Lessor:
SY-BAR ASSOCIATES, INC.

Lessee:
SUNAMANDA, INC.


BY: JAIME L. SYFU


JOSEPH KURIAN