

# UNOFFICIAL COPY

STATE OF ILLINOIS )

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COUNTY OF COOK )

## BROKER'S NOTICE AND CLAIM FOR LIEN

The Claimant, ALLIANCE REAL ESTATE GROUP, an Illinois corporation, of 1327 W. Washington Blvd., Suite 5F, Chicago, Illinois 60607, County of Cook, (hereinafter

referred to as the "Claimant"), hereby files its Broker's Notice and Claim for Lien against

Geroulis Buildings, LLC and John Geroulis (hereinafter referred to as "Owner"), and any other person claiming an interest in the real estate (as hereinafter described) by, through, or under the Owner, and states:

1. That Owner owns the following commercial real estate (hereinafter referred to as the "Property") in the County of Cook, State of Illinois, to wit:

Commonly Known As: 490-536 Bartlett Road, Streamwood, Illinois 60107

SEE EXHIBIT A

P.I.N.: 06-23-300-029-0000

2. That on or before April 2, 2006, Owner, as represented by John Geroulis, and Claimant entered into a written agreement whereby Claimant was to receive a commission upon procuring a tenant for the Property. A copy of this Commission Agreement is attached hereto as Exhibit B.

3. On or before April 10, 2007, Kevin Baran provided a tenant under said Commission Agreement as reflected in Exhibit C, a signed lease for the property.

4. Pursuant to Section 24.11, of the Lease, the parties acknowledge that Claimant is the sole and exclusive broker that represented the Owner in the lease transaction.

5. Claimants' broker's license is No. 075097313.



0717218135

Doc#: 0717218135 Fee: \$66.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/21/2007 04:46 PM Pg: 1 of 22

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6. That on or before April 10, 2007, Claimant performed under the brokerage agreement and earned a commission payment of \$10,440.00, pursuant to the terms of that agreement.

7. That Claimant is entitled to the sum of TEN THOUSAND FOUR HUNDRED AND FOURTY DOLLARS (\$10,440.00) for which, with interest, the Claimant claims a lien on Owner's Property and/or Owner's Net Proceeds from that transaction and on the moneys or other considerations due or to become due from Owner under the brokerage agreement between Owner and Claimant.

ALLIANCE REAL ESTATE GROUP, INC.

By:   
Edward Carr

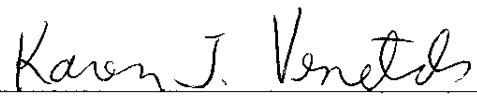
VERIFICATION

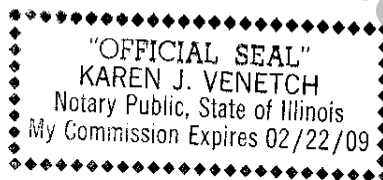
STATE OF ILLINOIS     )  
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COUNTY OF COOK     )

The affiant, Edward Carr, being first duly sworn, on oath deposes and says that he is duly authorized member of Alliance Real Estate Group, Inc. the Claimant; that he has read the foregoing Notice and Claim for Lien and knows the contents thereof; and that all the statements therein contained are true.

  
Edward Carr

Subscribed and sworn to before me  
this 21<sup>st</sup> day of June, 2007.

  
Notary Public



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## EXHIBIT A

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST  $\frac{1}{4}$  AND RUNNING THENCE SOUTH 1 DEGREE, 08 MINUTES, 50 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST  $\frac{1}{4}$ , 258.53 FEET FOR A PLACE OF BEGINNING; THENCE 89 DEGREES, 34 MINUTES, 07 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  596.42 FEET TO THE CENTER LINE OF BARTLETT ROAD; THENCE SOUTH 13 DEGREES, 43 MINUTES, 35 SECONDS WEST, ALONG SAID CENTER LINE, 328.65 FEET TO THE NORTH LINE OF HILLTOP SUBDIVISION, RECORDED FEBRUARY 13, 1963 AS DOCUMENT NUMBER 18718416; THENCE NORTH 89 DEGREES, 20 MINUTES, 05 SECONDS WEST, ALONG SAID NORTH LINE, 524.82 FEET TO SAID WEST LINE OF THE SOUTHWEST  $\frac{1}{4}$ ; THENCE NORTH 1 DEGREE, 08 MINUTES, 50 SECONDS EAST, ALONG SAID WEST LINE 317.72 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office

**EXCLUSIVE RIGHT TO LEASE AGREEMENT**

The undersigned Owner, John Geroulis, ("OWNER"), hereby appoints Alliance Real Estate Group, Inc. ("ALLIANCE") as its sole broker and grants to ALLIANCE the exclusive right to lease the real property located in Streamwood, Illinois, at 490-536 South Bartlett Road (The "Property").

1. **TERM:** The term of this Agreement begins on March 1, 2006 and will end at midnight on December 31, 2006.
2. **ALLIANCE'S SERVICE;** ALLIANCE will enlist its best efforts to secure satisfactory tenant(s) for the Property at a rate of \_\_\_\_\_ per rentable square foot and/or such other terms as are acceptable to OWNER. If ALLIANCE deems it necessary, Alliance will also solicit the cooperation of other licensed real estate brokers. ALLIANCE will negotiate the terms of any lease on behalf of OWNER and OWNER's interest.
3. **AGENCY RELATIONSHIP DISCLOSURE:** Unless subsequently modified in writing by both OWNER and ALLIANCE, by entering into this Agreement as Exclusive Agency relationship will exist between OWNER as landlord and ALLIANCE as agent. In addition to this exclusive right to lease, other agency relationships available through ALLIANCE are Exclusive Agency on behalf of a tenant and dual agency. ALLIANCE designates EDWARD CARR and KEVIN BARAN as OWNER's designated agent pursuant to this Agreement.
4. **OWNER REFERRALS:** OWNER will refer to ALLIANCE all inquiries and offerings received by OWNER regarding the Property, and all negotiations will be conducted solely by ALLIANCE or under ALLIANCE'S direction, subject to OWNER's review and final approval.
5. **ADVERTISING:** OWNER authorizes ALLIANCE to advertise the Property.
6. **COMMISSION:** If, during the term hereof, OWNER enters into a lease for all or any portion of the Property, OWNER will pay to ALLIANCE a commission equal to 4% of the value of the lease. Within 15 days after the end of the term, ALLIANCE will provide to OWNER a list of prospective tenants to whom the Property was submitted (by ALLIANCE, OWNER or any third party) during the term. If OWNER enters into a lease with prospective tenant appearing on said list within 180 days after the end of the term; OWNER will pay a commission to ALLIANCE as provided above. OWNER agrees that such 180-day period will be extended for so long as negotiations with a prospective tenant are continuing.
7. **OUTSIDE BROKERS:** If ALLIANCE recognizes an outside broker representing the tenant in a transaction for which a commission is payable hereunder, ALLIANCE will request such broker to agree to accept, as its compensation, one-half of the full commission, and if such other broker so agrees, OWNER will pay ALLIANCE 5% of the value of the lease as ALLIANCE'S compensation. If the other broker does not so agree, then negotiations will be suspended until such agreement is obtained. ALLIANCE will not be liable for failure to obtain such agreement.
8. **PROPERTY INFORMATION:** Owner represents that it has no knowledge of toxic, contaminated or hazardous substances, or defective conditions, at the Property except as OWNER has informed ALLIANCE in writing. Owner authorizes ALLIANCE to transmit such information to prospective tenants.
9. **OTHER CLIENTS:** OWNER acknowledges that ALLIANCE may represent potential tenants and consents to such dual representation.
10. **FEES AND EXPENSES:** If either party institutes legal action to enforce its right under this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and other costs so incurred. Any portion of a commission not paid to ALLIANCE when due will bear interest from the due date until paid at the legal rate of interest.
11. **AUTHORITY:** OWNER represents that it is the Owner of the Property and/or has the full right, power and authority to execute this Agreement and to consummate a transaction as provided herein, and to perform Owner's obligations hereunder. The individuals signing this Agreement represent that they are authorized signatories.
12. **PROFESSIONAL ADVICE:** ALLIANCE recommends that OWNER obtain legal, tax or other professional advice relating to this Agreement and the proposed leasing of the Property, as well as the condition and/or legality of the Property, including, but not limited to the



Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. ALLIANCE will have no obligation to investigate such matters unless expressly otherwise agreed to in writing by OWNER and ALLIANCE. OWNER further agrees that in determining the financial soundness of any prospective tenant, OWNER will rely solely upon OWNER's own investigation and evaluation regardless of ALLIANCE's assistance in gathering any information.

- 13. **NON-DISCRIMINATION:** It is unlawful for either OWNER or ALLIANCE to refuse to display or lease to any persons because of their race, color, religion, national origin, sex, handicap or family status.
- 14. **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns. The terms "OWNER", and "Landlord" include affiliates, successors, assigns and nominees.
- 15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between OWNER and ALLIANCE and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both OWNER and ALLIANCE. OWNER acknowledges receipt of a copy of this agreement.
- 16. This Agreement may be cancelled by either party, namely OWNER or ALLIANCE with a 7 day cancellation notice by First Class Mail or Facsimile. If OWNER enters into a lease which was originally a prospective tenant solely by ALLIANCE, OWNER to pay 4% of the value of the lease. This period of exclusive right to commission of such prospective tenant to have a term of only 60 days.
- 17. Alexian Brothers Medical Center and any physician groups associated with them, as well as Sherman Hospital and any physician groups associated with them, and Cardinal Fitness and their associates are excluded from this agreement with ALLIANCE. ALLIANCE will receive no commission if the aforementioned groups or their affiliates lease in the Center.

Owner

Alliance Real Estate Group, Inc.

By:

By:

It's:

It's:

Date:

Date:

*[Handwritten Signature]*  
*[Handwritten Signature]*  
 April 2, 2006

PROPOSED COOK COUNTY Clerk's Office

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**LEASE  
OAK FOREST SHOPPING CENTER**

THIS LEASE made this 6th day of April, 2007, by and between Genoulis Buildings LLC (Landlord) and Milagros Aguinaldo of 5 Waterton Dr., Streamwood, IL 60107 (Tenant).

WITNESSETH THAT, in consideration of the mutual promises, rents, covenants and agreements hereinafter forth, the sufficiency of which is hereby acknowledged, such parties enter into the following agreement:

**ARTICLE I  
EXHIBITS**

The exhibits listed below and attached to this Lease are incorporated herein by this reference:

- EXHIBIT "A" – Legal description of real estate, a shopping center (hereinafter called "Landlord's Tract")  
 EXHIBIT "B" – Plot plan of Landlord's Tract, showing existing and proposed improvements (Landlord's Tract with existing and featured improvements being hereinafter called the "center" or "Shopping Center")  
 EXHIBIT "C" – Description of Landlord's Work and Tenant's Work.  
 EXHIBIT "D" – Sign Criteria.  
 EXHIBIT "E" – Center Rules and Regulations.

Notwithstanding Exhibit A and B or anything else in this Lease contained, Landlord reserves the right to change or modify and add to or subtract from the size and dimensions of the Center or any part thereof, the number, location and dimensions of buildings and stores, dimensions of hallways, malls and corridors, the number of floors in any building, the locations, size and number of tenant's spaces which may be erected in the center, the identity, type and location of other stores and tenants, and the size, shape, location and arrangement of common areas, and to design and decorate any portion of the center as it desires, but the general character of the center and the size and the approximate location of the Premises shall not be substantially changed.

**ARTICLE II  
LEASED PREMISES, TERM AND USE**

**Section 2.1 Leased Premises**

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the space (in the center) namely: 520-22 S. Bartlett Rd., Streamwood, Illinois (herein called the "Premises" or "Leased Premises"), with an irregular size containing approximately 3,460 square feet (the actual number of square feet within the Premises to be herein called "the Store floor area"). Tenant's percentage of the total lease able space of the Center is 10.99% which shall be used to compute its Common Area maintenance and real estate tax proportionate contribution.

**Section 2.2 Roof and Walls**

Landlord shall have the exclusive right to use all or any part of the roof, side and rear walls of the Premises for any purpose, including but not limited to erecting signs or other structures thereon and erecting aids to the construction and installation of the same. Tenant shall have no right whatsoever in the exterior or the exterior walls or the roof of the Premises or any portion of the Center outside the Premises, except as provided in Section 5.2 hereof, without Landlord's written consent.

**Section 2.3 Term of Lease**

The term of this Lease shall commence April 8, 2007 (Commencement Date) and shall end on May 31, 2010 (the "Lease Term")

Tenant shall have the right during the period from the date of execution hereof through the Commencement Date set forth above to enter the Demised Premises for the purpose of fixturing and otherwise preparing the Demised Premises and for the conduct of Tenant's business therein. Therefore, Tenant shall be responsible for the payment of all utilities and the complete maintenance of the Demised Premises pursuant to the terms of this Lease, which includes, but is not limited to, the maintenance and/or replacement of all mechanical systems which include, but are not limited to electrical, plumbing and HVAC, from Tenant's possession date. Tenant must also furnish all required insurance pursuant to Article XXI of this Lease and abide by all rules and regulations and all other covenants in this Lease from the possession date.

**Section 2.4 Lease Year Defined**

"Lease Year" as used herein, means a period of twelve (12) consecutive months during the Lease Term commencing on a yearly anniversary date of the first Lease Year the first Lease Year commencing on the Commencement Date "Partial Lease Year" means that portion of the Lease Term prior to the first Lease Year. Tenant to have two additional months; April and May of 2007 to do adjustments for occupancy



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**Section 2.5 Permitted Use of Premises and Restrictions on Use.**

The premises shall be occupied and used by tenant solely for the purpose of conducting therein the business of operating a Pantry and Deli with lottery and liquor sales permitted uses in business.

Notwithstanding the provisions here, Tenant shall not be permitted to operate or sell or offer the following services: (a) to operate a full service restaurant which serves liquor for consumption on the Premises only or for the sale of Pizza; (b) a beauty salon; (c) family services and counseling; (d) insurance office (e) a tanning salon; (f) home improvement contracting (g) dry cleaners (h) not in use (i) not in use (j) not in use; (k) not in use (l) sales of ice (blocks or cubes) in bulk; (m) sales of "domestic" ice cream (the Tenant intends to sell Italian ice cream products and Italian style though domestically produced, ice cream products and such sales are not restricted by this section (n) sales of pre-cooked, ready to eat, fried chicken; (o) not in use (p) sales of domestic candies (such restriction not being applicable to the Tenant's sale of Italian made or European made candies or to "Italian style" or "European style" candies made domestically).

**Section 2.6 Possession of the Premises**

Landlord shall make available and the Tenant will be granted possession and occupancy of the Premises upon the mutual execution of this Lease. Tenant's taking of possession of Lease premise shall be conclusive evidence that the Leased Premises are in good order and satisfactory condition at the time of possession thereof.

**Section 2.7 Option to Renew**

Tenant shall have the right to renew this lease for additional period of three (3) years commencing upon the expiration of the original term of this Lease or the expiration of the initial renewal term, as the case may be. Such option shall be deemed effectively exercised only if Tenant has given Landlord, written notice as provided for in section 24.7 hereof not later than one hundred eight (180) days prior to the expiration of the original term or initial renewal term, and only if Tenant is not in default hereunder at the time of such exercise and at the time of the commencement of the renewal term. All terms and provisions of this lease shall be applicable during such renewal term or terms except the terms and provisions of this section 2.7 and except what the Minimum Annual Rent payable pursuant to the provisions of Article IV, Section 4.1 (i) shall be as follows;

Term	Monthly Base Rent	Annual Base Rent
June 1, 2010 to May 31, 2011	\$2,582.16	\$30,985.92
June 1, 2011 to May 31, 2012	\$2,711.27	\$32,535.24
June 1, 2012 to May 31, 2013	\$2,844.76	\$34,137.12

**ARTICLE III**

**LANDLORD'S AND TENANT'S WORK**

**Section 3.1 Landlord's Work**

Tenant is taking the Premises "as is"

**Section 3.2 Tenant's Work**

Tenant shall perform or cause to be performed the alterations and remodeling to the Leased Premises as are set forth in the attached Exhibit "e". Tenant shall have until May 31, 2007 or such other date as parties may agree to in writing, to complete his work. Tenant warrants and represents that Tenant has sufficient funds to pay all costs and expenses necessary to complete tenant's Work.

All work not provided here to be done by Landlord shall be performed and furnished by Tenant at Tenant's sole cost and expense and deemed to be Tenant's Work, including but not limited to all work designated as Tenant's Work in Exhibit "e", and Tenant shall do and perform at its sole cost and expense all Tenant's Work diligently and promptly and in accordance with the provisions of this Lease.



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**ARTICLE IV****RENT****Section 4.1 Minimum Guaranteed Rent**

Tenant covenants and agrees to pay to Landlord, without notice or demand, at Landlord's Notice Address (Landlord's and Tenant's Notice Addresses being the addresses specified in section 24.7 hereof), or to such other person and at such other address as the Landlord may from time to time direct in writing, as rent for the Premises the sum of the following

- (i) A guaranteed and fixed minimum Annual Rent payable in equal monthly installments, in advance upon the first day of each and every month (or prorated for the first month if the Commencement Date begins on other than the first day of the month) commencing upon the Commencement Date (such monthly installment being hereafter called "Monthly Rent"), as follows:

Term	Monthly Base Rent	Annual Base Rent
April 8, 2007 to June 8, 2007		
June 8, 2007 to May 31, 2008	To make tenants adjustments for occupancy	
June 1, 2008 to May 31, 2009	\$2,320.00	\$27,840.00
June 1, 2009 to May 31, 2010	\$2,389.60	\$28,675.20
	\$2,459.20	\$29,510.40

**Section 4.2 Minimum Rent**

Any rent or other amounts to be paid by Tenant which are not paid when due shall carry a late charge of five percent (5%) of the amount due if not paid by the fifth (5<sup>th</sup>) of the month and thereafter shall bear interest at the greater of eighteen percent (18%) per annum or the highest legal rate which may be paid in the state in which the Center is located, with such rate in an amount as determined by Landlord. Such late charge being due to cover Landlord's costs and time required to process the late payment. If the Commencement Date is other than the first day of a month, Tenant shall pay on the Commencement Date a prorated partial minimum Monthly Rent for the period prior to the first day of the next calendar month, and thereafter minimum Monthly Rent payments shall be made not later than the first day of each calendar month. If rent begins on other than the first day of a month the term shall be deemed to have commenced as of the first day of the next succeeding month.

**Section 4.3 Real Estate Taxes**

Landlord shall pay or cause to be paid all real estate taxes assessed or imposed upon or charged to the Center which become due and payable during the Lease Term. Landlord's statement that the taxes have been paid is sufficient evidence of payment. As used in this section 4.3 the term "real estate taxes" shall mean and include but not be limited to all real estate taxes, public and governmental charges and assessments, including all extraordinary or special assessments, all costs and fees incurred by Landlord in contesting or negotiating with public authorities as to any of the same, and all sewer and other taxes and charges, but shall not include Tenant's machinery, equipment, inventory or other personal property or assets of the Tenant, Tenant agreeing to pay all taxes upon or attributable to such excluded property without apportionment. In no event shall taxes be reduced or deemed to be reduced on account of amounts received by Landlord as reimbursement of real estate taxes, capital expenditures, or otherwise in connection with so-called Tax Increment Financing.

Should the State of Illinois or any political subdivision thereof or any governmental authority having jurisdiction thereof, impose a tax and/or assessment upon or against the rentals payable by Tenant in the Shopping Center to Landlord, either by way of substitution for real estate taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such land and building for the purposes of this Section.

Tenant shall pay to Landlord, as additional rent, its proportionate share of all real estate taxes upon the Center which become due and payable during Lease Term (such proportionate share to be prorated for periods at the beginning and end of the Lease Term which do not fall within the Lease Term and do not constitute full calendar years). On the first day of each month, Tenant shall pay Landlord one-twelfth (1/12) of the amount of the real estate taxes in an amount estimated by Landlord. Within sixty (60) days after the actual amount of real estate taxes are determined, any excess paid by Tenant over the amount it is obligated to pay shall be credited to Tenant and any shortfall shall be paid by Tenant to Landlord.

Future adjustments in Tenant's proportionate share of real estate taxes shall be that portion thereof which bears the same ratio to the total of such taxes as the Premises total area bears to all rentable floor area of the Premises in the Center as of the first day of the calendar year in which such taxes are payable based on tenant's then existing percentage. Such amount shall never be less than the amount set forth in Section 2.1. Any governmental tax or charge (other than income tax) levied, assessed or imposed on account of the payment by Tenant or receipt by Landlord of, or based in whole or in part upon, the rents in this Lease or upon the Shopping Center or Landlord's Tract or the value thereof, shall be payable by Tenant as taxes hereunder.

Landlord may, if in its sole opinion it deems it necessary or advisable, contest any and all real estate taxes assessments made upon the Shopping Center. It is agreed that any savings in taxes is intended to be a benefit to Tenant, and upon written notice Tenant shall promptly reimburse Landlord for Tenant's proportionate share all costs and expenses, including attorney's fees, incurred by Landlord in such proceedings.



**UNOFFICIAL COPY****Section 4.4 Additional Rent**

All amounts required or provided to be paid by Tenant under this Lease shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent. Tenant's obligations under this Article and Article VI shall survive the expiration of the term of this Lease. Payments shall be due when and as billed by tenant except as otherwise stated in this Lease.

**Section 4.5 Payments for Tenant**

If landlord pays any monies or incurs any expense to correct a breach of this lease by tenant or to do anything in this Lease required to be done by Tenant, all amounts so paid or incurred shall, on notice to tenant be considered additional rent payable by Tenant with the first minimum Monthly Rent installment hereafter coming due and payable, and may be collected as by law provided in the case of rent. Landlord shall provide Tenant five (5) days advance notice of his intent to pay any monies or incur any expense to correct a breach of this lease by tenant to provide the Tenant the opportunity to correct any breach. Additionally, in the event landlord has damages due to the tenant's misconduct, the landlord has an obligation to mitigate his damages, in a commercially reasonable manner.

**ARTICLE V****PARKING AND COMMON USE AREA AND FACILITIES****Section 5.1 Common Areas**

All parking areas, access roads and facilities furnished, made available to or maintained by Landlord in or near the Center, including employee parking areas, truck ways, driveways, loading docks and area delivery areas, multi-story parking facilities (if any), package pickup stations, elevators, escalators, pedestrian sidewalks, malls, courts and ramps, landscaped areas, retaining walls, stairways, bus stops, first-aid and comfort stations, lighting facilities and other areas and improvements provided by Landlord for the general use in common of tenants and their customers (all herein called "common Areas") shall at times be subject to the exclusive control and management of Landlord.

Landlord shall have the right from time to time to change the sizes, locations, layout, i.e., shapes and arrangements of parking areas and other Common Areas (provided, however that the size of the parking areas in Landlord's Tract, as shown upon Exhibit "B", shall not be substantially reduced unless other parking areas (as provided) restrict parking by employees to designated areas; construct surface, subsurface or elevated parking areas and facilities; establish and from time to time change the level or grade of parking surfaces; and do and perform such other acts in and to said areas and improvements as Landlord in its sole discretion, reasonably applied, deems advisable for the use thereof by Tenants and their customers. The Landlord shall provide thirty (30) days written notice of any proposed changes to the common areas of the premises, including the parking areas, and shall not make any changes that will materially affect the Tenant's business.

For the welfare of the tenants or the benefit of the Landlord, the Landlord has promulgated rules and regulations in Exhibit C attached hereto and made a part hereof, and Landlord further expressly reserves the right to promulgate from time to time additional rules and regulations, relating to the use of the Lease Premises for all the common areas or any part hereof. Said rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant.

**Section 5.2 Use of Common Areas**

Tenant and its business invitees, employees and customers shall have the nonexclusive right, in common with landlord and all others to whom Landlord has granted or hereafter grants rights, to use the Common Areas subject to such reasonable regulations as Landlord may from time to time impose and the rights of Landlord set forth above. Tenant shall abide by all rules and regulations and cause its concessionaires, officers, employees, agents, customers and invitees to abide by all rules and regulations; and cause its concessionaires, officers, employees, agents, customers and invitees to abide thereby. Landlord may at any time close temporarily any Common Areas, make repairs or changes, prevent the acquisition of public rights therein, discourage noncustomer parking, for other reasonable purposes. Tenant shall not interfere with landlord's or other tenant's rights to use any part of the Common Areas.

**ARTICLE VI****COST AND MAINTENANCE OF COMMON AREAS****Section 6.1 Expense of Operating and Maintaining the Common Facilities**

Landlord will operate, maintain and repair (or cause to be operated, maintained and repaired) the Common Area of the Center (except that Tenant shall sweep and keep clean and free of ice and snow and debris sidewalks adjoining the Premises). "Landlord's Common Area Costs" shall hereinafter mean all costs of operating and maintaining the Common Area in a manner deemed by Landlord appropriate (in the Landlord's discretion) for the best interests of tenants and other occupants in the Center. Included among the costs and expenses which constitute Landlord's Common Area Costs, but not limited thereto, shall be all costs and expenses of protecting, operating, repairing, repaving, roofing, lighting, cleaning, painting, striping, insuring including but not limited to fire and extended coverage insurance, insurance against liability for personal injury, death and property damage and workmen's compensation insurance), stop light maintenance and repair, Center maintenance and repair, management fees, removing of snow, ice and debris, police protection, security and control, equipment used in the operation of the Common Areas depreciation of such machinery and equipment, cost and expense of installing roofing, supplies, center management, office expense, including salary for office staff, maintaining and repairing burglar or fire alarm systems in the Center if installed, costs incurred or any capital improvement which is

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necessary to keep the Center in compliance with the governmental rules and regulations applicable from time to time hereof, cost and expense of landscaping and shrubbery, expenses of utilities, payroll taxes and administrative and overhead costs equal to twenty-five percent (25%) of Landlord's Common Area Costs other than administrative and overhead costs.

**Section 6.2 Tenant to Bear Prorata Share of Expenses.**

Tenant will pay Landlord, in addition to all other amounts in the Lease provided in and for each Calendar year, that portion of Landlord's Common Area costs which bears the same ratio to the total of Landlord's Common Area Costs as the floor area of the Premises bears to all ground floor rentable floor area in the Center at the commencement of such calendar year other than rentable floor area occupied by Tenants in free standing Premises who are obligated to maintain the Common Area upon a specific parcel of land. The adjustment shall be based on Tenant's percentage as set forth herein. Such amount shall never be less than the amount set forth in Section 2.1

Tenant's share of the Landlord's Common Area Cost shall be paid in monthly installments in amounts equal to one twelfth (1/12<sup>th</sup>) of the amount estimated by Landlord to be incurred during the corresponding calendar year, one such installment being due on the first day of each month of each calendar year. Within sixty (60) days after the end of each calendar year the total Landlord's Common Area costs for such year shall be determined by Landlord and Tenant's share paid for such period shall be immediately adjusted by refund to Tenant of any overpayment, or payment of any deficiency. Landlord's records of Landlord's Common Area Costs for a period shall be available for inspection by Tenant for six (6) months after Landlord notifies Tenant of Tenant's share of Landlord's Common Area Costs for each period.

**ARTICLE VII**

**UTILITIES AND SERVICE**

**Section 7.1 Utilities**

Tenant will not install any equipment which exceeds the capacity of any utility facilities and if any equipment installed by Tenant requires additional facilities, the same shall be installed at Tenant's expense in compliance with all code requirements and plans and specifications which must be approved in writing by Landlord. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, heat, water and all other utility services used or furnished to the leased Premises. Tenant at all times keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein. If any utilities used by Tenant are shared with another Tenant are part of the Center as a result of not being separated, Tenant shall pay its share of such expense as determined by Landlord. Landlord shall have the right to require the Tenant to install and pay for the cost of separate water meter for the Premises. In no event shall Landlord be liable for interruption or failure in the supply of any utility to the Leased Premises.

**ARTICLE VIII**

**CONDUCT OF BUSINESS BY TENANT**

**Section 8.1 Premises Occupancy and Use**

Tenant shall occupy the Premises upon the Commencement Date and thereafter except when and to the extent that the leased Premises are untenable by reason of damage or fire or other casualty, continuously separate and conduct one hundred percent (100%) of the premises during each hour of the entire Lease Term Tenant is required under this lease to be open for business, the business permitted under Section 2.5 thereof in the name hereinafter set forth, with a full staff and full stock of merchandise using only such minor portions of the Premises for storage and office purposes as are reasonably required, Landlord agrees to allow the Tenant flexible hours of business, in light of their intended purpose as a restaurant and banquet hall.

**Section 8.2 Conduct of Business**

Tenant's business shall be conducted (a) in Tenant's own name and under no other name without the written consent of Landlord, which consent shall not be unreasonably withheld, and (b) in such manner as shall assure transaction of a maximum volume of business in and at the Premises. Tenant's store shall be and remain open during the usual business hours of the stores containing a majority of the selling floor area in the Center, except that Tenant shall not be required to be open for business on Sunday.

**Section 8.3 Operation by Tenant**

Tenant covenants and agrees that it will not place or maintain any merchandise, vending machines or other articles in any vestibule or entry of the Premises or outside the Premises; will store garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers inside the Premises, and will remove the same frequently and regularly and, if directed by Landlord, by such means and methods and at such times and intervals as are designated by Landlord, all at Tenant's costs; will not permit any objectionable advertising medium will keep the mechanical equipment free of vibration and noise and in good working order and condition; will not commit or permit waste or a nuisance upon the Premises; will not permit or cause odors to emanate or be dispelled from Common Area; will not permit the loading or unloading or the parking or standing of delivery vehicles outside area designated therefore; not permit any use of vehicles which will interfere with the use of any Common Area in the Center, will comply with all laws,

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recommendations, ordinances, rules and regulations of governmental public, private and other authorities and agencies, including those with authority over insurance with respect to the use or occupancy of the Premises, and including but not limited to the Occupational Safety and Health Act; will light the show windows of the Premises and all signs each night of the year for not less than one (1) hour after the Premises are permitted to be closed; will not permit any noxious, toxic or corrosive fuel or gas, dust, dirt or fly ash on the Premises; and will not place a load on any floor in the shopping center which exceeds the floor load per square foot which such floor was designated to carry.

#### Section 8.4 Storage

Except in emergencies, Tenant shall have in the Premises only merchandise which Tenant intends to sell at retail, at in or from the Premises.

#### Section 8.5 Painting, Decorating, Displays, Alterations

Tenant shall not paint, decorate or change the architectural treatment of any part of the exterior of the premise nor make any structural alterations, additions or changes in the Premises without Landlord's written approval thereto.

Tenant will install and maintain at all times, subject to the other provisions of this Section 8.5, merchandise displays in all show windows on the Premises; the arrangement, style color and general appearance thereof and displays in the interior of the Premises which are visible from the exterior, including, but not limited to, window displays, advertising matters, signs merchandise and store fixtures shall be maintained in keeping with the character and standards of the Center. Tenant may install such signs on the exterior of the premises of such design and at such locations as approved by landlord in accordance with the Sign Criteria set forth in Exhibit B.

#### Section 8.6 Sales and Dignified Use

No public or private auction or any fire, "going out of business", bankruptcy or similar sales or auctions shall be conducted in or from the Premises and the Premises shall not be used except in a dignified and ethical manner consistent with the highest standards of merchandising and not in a disreputable or immoral manner or violation of the national, state or local laws. Notwithstanding the preceding sentence, Tenant may upon advance written notice to Landlord, conduct a "Lost Our Lease" or "Moving Sale" within ninety (90) days of the expiration of the Lease Term.

### ARTICLE IX

#### MAINTENANCE OF LEASED PREMISES

##### Section 9.1 Maintenance by Tenant

Tenant shall at all times keep the Premises (including all exterior and interior entrances and vestibules) and all partitions, exterior and interior windows and show window frames and moldings, glass (including plate glass), roof, exterior and interior doors, door frames, door operators, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical, plumbing, ventilating and air conditioning fixtures and systems and other mechanical equipment and appurtenances whether inside or outside the Premises), replacement of broken or cracked plate glass, and all parts of the Premises not required herein to be maintained by Landlord, in good order, condition and repair and clean, sanitary and safe (including but not limited to periodic painting as reasonably determined by Landlord and to doing such things as are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations and order of governmental and public bodies and agencies) replacement of equipment, fixtures and appurtenances thereto as necessary. Tenant shall replace the same with equipment, fixtures, and appurtenances of the same quality, and repair all damage done in or by such placement. If equipment used by Tenant is shared with another tenant or are part of the Center as a result of not being separated, Tenant shall pay its share of such expenditure as solely determined by Landlord.

Tenant shall obtain a maintenance service contract on the HVAC system. Provided, however, that if any part of the HVAC is covered under a warranty, Tenant shall acquire the maintenance service contract from the subcontractor who installed the system. If the HVAC is not under warranty, tenant shall acquire the maintenance service contract from a contractor who is reasonably acceptable to the Landlord and the manufacturer of the system. A copy of the HVAC maintenance service contract shall be supplied to Landlord for approval and conclusion in the Tenant file. This requirement is made in order to insure that the system be maintained in good working condition and at the optimum operating capacity. If Tenant does not comply with the terms of this paragraph, Tenant shall be deemed to be in default under the terms of the Lease and shall be considered negligent in the ordinary care and maintenance of the system, and Landlord shall look to tenant for any costs occurred as a result of Tenant's lack of care and concern in the maintenance of the system. This provision shall survive the termination of the Lease; Tenant shall perform or cause to be performed exterminating services to the Premises. The exterminating service being performed in a manner and consistency that insures the Premises adjoining the premises to be free and clear of infestation. The tenant reserves the right to have the HVAC system and roof inspected prior to June 1, 2007. If either or both are not in reasonable working order, the Landlord shall repair or replace the HVAC system and/or roof at their expense. If the Landlord refuses to repair or replace these items, the Tenant shall have the right to terminate this lease.

Tenant at its own expense shall install and maintain the fire extinguishers and other fire projection devices may be required from time to time by any agency having jurisdiction, thereof and the insurance underwriter insuring the buildings in which Leased Premises are located.

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If Tenant fails to perform its obligations hereunder, Landlord without notice may, but shall not be obligated to perform Tenant's obligations or perform work made necessary by Tenant's acts or omissions and add the reasonable cost of the same to the next installment of minimum Monthly Rent due hereunder, as provided for in Section 4.5 of this lease.

#### Section 9.2 Surrender of Premises

On the last day of the term demised or on the sooner termination thereof, Tenant shall peaceably and quietly surrender the Leased Premises in good order, condition, and repair, reasonable wear and tear excepted. All operations, additions, improvements and fixtures including, without limitation, all items set forth as "additional Tenant Work" (other than trade fixtures, signs and carpeting installed at Tenant's expense all of which may be removed by Tenant), which may be made or installed by either Landlord or Tenant upon the leased premises, and all hard surface bonded or adhesively affixed flooring shall be the property of Landlord and shall remain upon and be surrendered with the Lease premises as part thereof without disturbance, molestation or injury at the termination of the term of this lease, whether by the lapse of time or otherwise, all without compensation or credit to Tenant, provided, however, if prior to said termination, or within thirty (30) days hereafter, Landlord so directs by written notice to tenant, Tenant shall promptly remove the additions, improvements, fixtures and installations which were placed in the Leased Premises by Tenant, including without limitation, all those items set forth as "Additional Tenant Work" in the Work Letter, and make all repairs necessitated by such removal, and which are designated in said notice, and in default thereof, Landlord may affect said removals, repairs and restorations and Tenant will pay to Landlord, on demand, the cost thereof from the date of such removal, repair and restoration by Landlord. Tenant shall remove all its property from the leased Premises and property not so removed shall be deemed abandoned by Tenant. If the Leased Premises are not so removed at the end of the term, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys for the Leased premises and shall inform Landlord of combinations on any locks, safes, and vaults, if any, on the Leased Premises.

### ARTICLE X

#### SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

##### Section 10.1 Fixtures

All fixtures installed by Tenant shall be new or completely reconditioned.

##### Section 10.2 Removal and Restoration by Tenant

All alterations, changes and additions and all improvements, including leasehold improvements made by Tenant or made by Landlord on Tenant's behalf, whether part of Tenant's Work or not and whether or not paid for wholly or in part by Landlord, shall remain Tenant's property for the Lease Term. Any alterations, changes, additions and improvements shall immediately upon the termination of this Lease become Landlord's property be considered part of the Premises, and shall not be removed at or prior to the end of the Lease Term without Landlord's written consent unless Landlord requests Tenant to remove same. If Tenant fails to remove any shelving, decorations, equipment, trade fixtures and personal property from the Premises prior to the end of the Lease Term, they shall become Landlord's property and this Lease shall be deemed to be a Bill of Sale for same. Tenant shall repair or pay for the repair of any damage done to the Premises resulting from removing same, but not for painting or redecorating the Premises.

##### Section 10.3 Tenant Shall Discharge All Liens

Tenant shall promptly pay all contractors and material men, and shall not permit or suffer any lien to attach to the Center or any part thereof, and shall indemnify and save harmless Landlord against the same. Landlord shall have the right to require Tenant to furnish a bond or other indemnity satisfactory to Landlord prior to the commencement of any work by Tenant on the Premises, or if any lien attaches or is claimed, to require such bond or indemnity in addition to all other remedies.

##### Section 10.4 Signs, Awnings and Canopies

Tenant will not place or permit on any exterior door or window or any wall of the Premises or otherwise any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind without Landlord's written consent (see Exhibit "B"). Landlord shall permit Tenant to display a window sign in the Premises with the name of the company and operating hours on it upon Landlord's reasonable consent to the signage.

**UNOFFICIAL COPY****ARTICLE XI****INSURANCE****Section 11.1 By Landlord**

Landlord shall carry public liability insurance on the Common Area of Landlord's Tract providing coverage not less than \$500,000 against liability for injury to or death of any one person and \$2,000,000 for any one occurrence, and \$250,000 property damage insurance or single limit insurance in the amount of \$1,000,000. Landlord shall also carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord, insuring the improvements on the Shopping Center, including the Premises and all appurtenances thereto (excluding Tenant's leasehold improvements, merchandise, trade fixtures, furnishings, equipment, personal property and excluding plate glass) for the full insurable value thereof, with such deductibles as Landlord deems advisable.

**Section 11.2 B. Tenant**

Tenant agrees to save Landlord, the Owner of the underlying fee, and Landlord's and such Owner's beneficiaries and agents harmless and indemnified from all liability, injury, loss, cost, damage and/or expense including reasonable attorney's fees) in respect of any injury to, or death of any person and/or damage to or loss or destruction of or vandalism and other perils to any property while on the Leased Premises or any other part of the Shopping Center occasioned by any act or omission of the Tenant or anyone claiming by through or under Tenant. Tenant shall maintain public liability insurance, All Risk Policy insuring Landlord, Owner, Landlord's and Owner's beneficiaries and agents and tenant as their interests may appear, against all claims or demands or actions for injury to or death of any one person in an amount of not less than \$1,000,000 and for injury or death of more than one person in any one occurrence in an amount not less than \$2,000,000 and damage to property in an amount of not less than \$500,000. Such insurance shall be maintained in responsible companies approved by Landlord and necessary to insure Tenant for matters connected with the conduct and operation of tenant's business in the Lease Premises (Landlord shall have the right to direct tenant to increase said amounts, terms and conditions whenever it considers them inadequate) and in such amounts sufficient to cover tenant's contractual liability under the aforesaid hold harmless clauses including the hold harmless provision hereunder, to carry like coverage against loss or damage by boiler or compressor, internal explosion of boilers or compressors, if there is a boiler or compressor in the Leased Premises, such additional insurance as would customarily be carried for shopping centers in the same locale, and in all events including collapse, vandalism, water damage and sprinkler damage, to maintain plate glass insurance covering exterior plate glass in the premises, fire insurance with usual extended coverage endorsements as Landlord from time to time require covering all of tenant's stock in trade, fixtures, furnishings, floor coverings and equipment in the Leased Premises at full cost replacement. All of said insurance shall be in form and in responsible companies satisfactory to Landlord (with a loss payable endorsement to Landlord) and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for the same (which shall evidence the insurer's liability on or before the Commencement Date, and renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage; and that if Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium thereof upon demand. The policy of insurance shall include contractual liability insurance, non-owned automobile insurance and if applicable owned automobile insurance.

**Section 11.3 Mutual Waiver of Subrogation Rights**

Not in use.

**Section 11.4 Waiver**

The property of Tenant kept in the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

**Section 11.5 Insurance - Tenant's Operation.**

Tenant will not do or suffer to be done anything, which will contravene Landlord's insurance policies or prevent Landlord from procuring such policies in amount and companies selected by Landlord. If anything done, omitted to be done or suffered to be done by Tenant in, upon or about the Premises, shall cause the rates of any insurance effected or carried by Landlord on the Premises at the Shopping Center to be increased beyond the regular rate from time to time applicable to the Premises for use for the purpose permitted under this Lease, or Shopping Center for the use or uses made thereof, Tenant will pay the amount of such increase promptly upon Landlord's demand and Landlord shall have the right to correct any such condition at Tenant's expense. In the event liquor is served on the Premises or sold for removal from the Premises, Tenant shall carry Dram Shop Insurance coverage in customary form and amounts as approved by Landlord and name Landlord as a party insured. In the event that this lease so permits and tenant engages in the preparation of food or packaged foods, or engages in the use, sale or storage of inflammable or combustible material. Tenant shall install chemical extinguishing devices (such as Ansul) approved by the Fire Insurance Rating Organization and shall keep such devices under services as required by such organization. If gas is used in the Premises, Tenant shall install gas cutoff devices (manual and automatic), provided, however, that Tenant may keep on the Premises such inflammables as required in the operation of Tenant's business but such inflammables shall be kept in approved containers in accordance with the requirements of applicable laws and ordinances and the requirements of the Landlord's fire and extended coverage insurance policies.



**UNOFFICIAL COPY****Section 11.6 Indemnification**

Tenant shall indemnify and save harmless the other from and against any and all liability, liens, claims, demands, expenses, fees, costs, fines, penalties, suits proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Premises or operations, conduct or activities in the Center.

**Section 11.7 Notice of Accident**

Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to Leased Premises or Common Areas of which Tenant has knowledge.

**ARTICLE XII****OFFSET STATEMENT, ATTORNMENT SUBORDINATION****Section 12.1 Offset Statement and Estoppel Letter**

Within ten (10) days after Landlord's request, Tenant shall deliver, executed in recordable form, a declaration and/or estoppel letter to any person designated by Landlord: (a) ratifying this Lease; (b) stating the Commencement and termination dates; and (c) certifying (i) that this lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) no defenses or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed); (iv) advance rent, if any, paid by Tenant, (v) the date to which rent has been paid, (vi) the amount of security deposited with Landlord, and (vii) such other information as Landlord reasonable requires. Persons or entities receiving such statements shall be entitled to rely upon them.

**Section 12.2 Attornment**

Tenant Shall, in the event of a sale or assignment of Landlord's interest in the Premises or the building in which the Premises are located, or if the Premises or such building comes into the hands of a mortgagee, ground Lessor or any other person, whether because of a mortgage foreclosure, termination of the ground lease, or otherwise, attorn in writing to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder. Tenant shall execute, at Landlord's request, any attornment agreement required by any mortgagee, ground Lessor or other such person, to be executed, containing such provisions as such person requires.

**Section 12.3 Subordination**

- A. **Mortgage.** Tenant agrees that upon the written declaration etc. set forth by the mortgagee or trustee under any mortgages or deeds of trust hereafter placed upon the Leased Premises, or any other part of the Shopping Center from time to time owned by Landlord, this Lease shall be subordinate to any such mortgages or deeds of trust, and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or trust deed shall have the right to recognize this Lease in the event of foreclosure or transfer in lieu of foreclosure, in which event Tenant shall attorn to such mortgagee or trustee, and/or purchaser or guarantee at any foreclosure sale or taking by deed in lieu of foreclosure (and such mortgagee, trustee, purchaser or grantee is hereby appointed as attorney-in-fact on behalf of Lessee upon failure of Lessee so to do). Tenant will execute a Subordination Agreement acknowledging and reaffirming the subordination and other agreements therein, if requested by Landlord or the Mortgagee.
- B. **Easements.** This Lease is and shall be subject and subordinate to any and all easements and easement agreements which may be or have been entered into with or granted to any persons or upon the Center or not, and Tenant shall execute such instruments as Landlord requests to evidence such subordination.

**Section 12.4 Failure to Execute Instruments**

Tenant's failure to execute instruments or certificates provided for in this Article XII within fifteen (15) days after the mailing by Landlord of a written request shall be a default under this Lease and Landlord may execute said instrument or certificate on behalf of Tenant. Upon ten (10) days notice to Tenant, Landlord is hereby appointed as attorney in fact of Tenant and is hereby given authority and power to execute said instrument or certificate on behalf of Tenant. Said execution shall be as though Tenant executed said document.

**UNOFFICIAL COPY****ARTICLE XIII****ASSIGNMENT, SUBLETTING AND CONCESSIONS****Section 13.1 Consent Required**

Tenant will not sell, assign, mortgage, pledge or in any manner transfer this Lease or any interest therein, nor sublet all or any part of the Premises, nor license concessions nor lease departments therein without landlord's written consent. Consent by Landlord to any assignment or subletting shall not waive the necessity for consent to any subsequent assignment or subletting. This prohibition shall include a prohibition against any subletting or assignment by operation of law. Tenant shall have the right to sell its business and assign this lease. Consent by Landlord shall not be unreasonably withheld if Tenant finds a credit-worthy, ready, willing and able new buyer or sublessor. If this Lease is assigned or any part of the premises subleased or occupied by anybody other than Tenant, Landlord may collect rent from the assignee or sublessee or occupant and apply the same to the rent herein reserved but no such assignment, sublease, occupancy or collection of rent shall be deemed a waiver of this covenant or the acceptance of the assignee, sublease or occupant as tenant, or a release of Tenant from the performance by Tenant of any covenants on the part of the Tenant herein contained. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease and for the performance of all terms, covenants or provisions of this Lease. Landlord shall be entitled to all monies payable by said assignee, subtenant or person taking over responsibility for rental payments under this Lease. Said amounts payable shall include monies paid of the value of this Lease, additional rent, or such other sums payable to tenant resulting from the favorable terms of this Lease. If the fair market value of the Lease Premises (as determined by Landlord) are greater than the actual rental being paid under this Lease, said difference shall be payable to Landlord by Tenant. Tenant retains right of re-entry upon default of sublessee/assignee.

Tenant may grant concessions on the Premises which shall not, however, occupy at any one time, more than twenty-five (25%) percent of the sales area of the leased Premises, each such concessionaire to be limited to one or more of the use as set forth in this Lease. All sales made through concessions shall be included in gross receipts as hereinbefore defined and all records of such concessions shall be available to the Landlord in the same manner as those of the Tenant.

Notwithstanding any of the provisions of this Section 13.1 to the contrary, tenant is hereby granted authority to assign this Lease or to sublet all or any portion of the leased Premises to a wholly-owned subsidiary, provided that such subsidiary shall operate the business conducted on the Premises under Tenant's trade name and shall have the use and benefit of Tenant's goodwill and further provided that no such assignment or sublease shall release Tenant from its liability for the payment of rents and the performance of each of its other undertakings or obligations hereunder, and that the leased Premises shall at all times be used for the purposes set forth herein and for no other purpose. Landlord further agrees that it will not unreasonably withhold its consent to a merger or consolidation of Tenant with another corporation, provided that such successor corporation acquires all or substantially all of the assets, business and goodwill of Tenant and expressly assumes, by instrument in writing, the obligations of Tenant hereunder, whether accrued or accruing prior to or after the date of such merger or consolidation and that the net worth of such successor corporation shall at all times be reasonable and acceptable to Landlord.

**Section 13.2 Corporate Ownership**

If any corporate stock of Tenant is transferred by sale, assignment, operation of law or other disposition so as to result in a change in the effective voting control of Tenant as it exists on the date hereof, Tenant shall promptly give Landlord written notice of such change and Landlord may terminate this Lease at any time after change in control by giving Tenant ninety (90) days' written notice of such termination.

**ARTICLE XIV****Not used****ARTICLE XV****SECURITY DEPOSIT****Section 15.1 Amount of Deposit**

Tenant herewith has deposited with Landlord \$4,648.00 which shall be held by Landlord without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease. This amount shall be increased annually to reflect increases in rent, common area maintenance charges and real estate tax increases.

If Tenant commits a default hereunder, Landlord at its option may apply said Security Deposit or any part thereof to compensate Landlord for loss, cost, damage or expense sustained due to such default. Upon Landlord's request, Tenant shall forthwith remit to Landlord cash, sufficient to restore said sum to the original sum deposited; Tenant's failure to do so within five (5) days after demand



therefore shall be a default under this Lease. If, at the end of the Lease Term, Tenant is not in default hereunder, the balance of such Security Deposit shall be returned to tenant.

Landlord may deliver the funds deposited hereunder to any purchaser of Landlord's interest in this lease or the Premises, and thereupon, undersigned Landlord shall be discharged from all liability with respect to such deposit, and Tenant hereby releases Landlord from any and all liability with respect to the security deposits and its application and return, and Tenant shall look solely to such purchaser for such application and return.

Tenant hereby agrees not to look to the mortgagee, as mortgagee, mortgagee in possession, or successor title to the property, for accountability for any Security Deposit required by the Landlord hereunder, unless said sums have actually been received by said mortgagee as security for the tenant's performance of this lease.

#### **ARTICLE XVI**

##### **DAMAGE AND DESTRUCTION**

###### **Section 16.1 Damage to Premises**

In the event the Leased Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty (50%) percent of the cost of replacement of the Leased Premises, the damage shall be repaired with reasonable dispatch by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repairs an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage and that, in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment. In the event (a) the Leased Premises shall be damaged to the extent of fifty (50%) percent or more of the cost of replacement, or (b) the building of which the Leased Premises are a part is damaged to the extent of twenty-five (25%) percent or more of the cost of replacement, or (c) the center shall be damaged to the extent of more than forty percent (40%) of the aggregate cost of replacement, Landlord may elect either to repair or rebuild the Leased Premises or the building or center, or to terminate this lease upon giving notice of such election, in writing, to Tenant within ninety (90) days after the occurrence of the event causing the damage irrespective of any damage to the Leased Premises. Notwithstanding anything in this Section to the contrary, Landlord shall not be required to rebuild if the Lender retains any of the insurance proceeds.

If the casualty, repairing, or rebuilding shall render the Leased Premises untenantable, in whole or in part and the damage shall not have been due to the fault or neglect of Tenant, a proportionate abatement of guaranteed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, and said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenantable bears to the floor space of the Leased Premises. If the Landlord is required or elects to repair the Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and, if Tenant is so ordered, Tenant shall promptly reopen for business.

###### **Section 16.2 Loss and Damage**

Landlord shall not be liable for any damage to property of tenant or of any others located on the Leased Premises, nor for the loss of or damage of any property of Tenant or of others by theft or otherwise, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, plaster, electricity, water, rain, nor snow nor leaks from any part of the Leased Premises or from the appliances or plumbing works or from the roof, street or subsurface or from any other place or by damp or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by tenants or persons in the Leased Premises, occupants of adjacent Property, of the Shopping Center, or the operation and construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defects in Leased Premises or in the building of which they form a part. The property of tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claim arising out of damage to the same including subrogation claims by tenant's insurance carrier, unless such damage shall be caused by the negligence of Landlord.

#### **ARTICLE XVII**

##### **EMINENT DOMAIN**

###### **Section 17.1 Condemnation**

If ten percent (10%) or more of the Premises or fifteen percent (15%) or more of the Center shall be acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then Landlord at its election may within one hundred twenty days after possession of such portions of the Premises or the Center are denied to Tenant, Landlord or other tenants, terminate this Lease by giving notice to Tenant of its election, and in such event rentals shall be apportioned and adjusted as of the date of termination. If the Lease shall not be terminated as aforesaid, then it shall continue in full force and effect, and Landlord shall within a reasonable time after possession if physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, government restrictions, fires, other casualties or other causes beyond the reasonable control of Landlord) repair or rebuild what remains of the Premises for Tenant's occupancy; and a just proportion of the Minimum Annual Rent shall be abated, based upon the number of square feet taken, until such repairs and rebuilding are completed, and thereafter for the balance of the Lease Term.

**UNOFFICIAL COPY**Section 17.2 Damages

Landlord reserves and Tenant assigns to Landlord, all rights to damages on account of any taking or condemnation or any act of public or quasi-public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord in any action for the recovery of damages, if requested by Landlord, and turn over to Landlord any damages recovered in any proceeding. If Tenant fails to execute instruments required by Landlord, or undertake such other steps as requested, Landlord shall be deemed the duly authorized irrevocable agent and attorney-in fact of tenant to execute such instruments and undertake such steps on behalf of Tenant. However, Landlord does not reserve any damages payable for trade fixtures installed by Tenant at its own cost which are of part of the realty.

**ARTICLE XVIII****DEFAULT BY TENANT**Section 18.1 Right to Re-Enter

The following shall be considered for all purposes to be defaults under and breaches of this Lease; (a) any failure of Tenant to pay any rent or other amount when due hereunder; (b) if Tenant shall default in the performance of any of the other covenants, promises, or agreements herein contained to be kept and performed by Tenant and such default shall continue for twenty (20) days after Landlord shall have notified Tenant in writing of the existence of such default; (c) Tenant violating the use restriction set forth in Section 2.5 of this Lease for more than thirty (30) days after written notice; (d) Landlord determining that Tenant has submitted any false report required to be furnished hereunder; (e) Tenant shall become bankrupt or insolvent or have filed against it a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of tenant's property, or Tenant makes an assignment for the benefit of creditors; (f) if Tenant abandons or vacates or does not do business in the Premises for thirty (30) days; or (g) Tenant's Leasehold interest herein or in the Premises or any improvements thereon or any property of Tenant are executed upon or attached; or (h) the Premises comes into the hands of any person other than expressly permitted under this Lease. In any such event, and without grace period, demand or notice, except as hereinabove provided (the same being hereby further waived by Tenant), Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective. Landlord's remedies shall include the right of equitable relief if tenant violates the use restriction provision of Section 2.5. Landlord shall have the right without terminating this Lease, or either before or after such termination, if so elected, or upon termination of this Leases for any other reason, to re-enter and take possession of the Premises, remove all persons and property from the Premises and store such property at Tenant's expense, or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Landlord shall provide the tenant advance notice, by phone or US standard mail prior to entering the Tenant's premises. It further being understood that under no circumstance is the Lease to be an asset of tenant's creditors by operation of law or otherwise. Landlord shall be entitled to the benefits of all provision of law respecting the speedy recovery of lands and tenements held over by Tenant or proceeding in forcible entry and detainer.

Section 18.2 Right to Relet

If Landlord elects to re-enter as above provided, or if it takes possession pursuant to legal proceedings or otherwise, Landlord may terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as it deems able to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable; upon each such reletting, all rentals received by Landlord therefrom shall be applied, first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including brokers and attorney's fees and costs of alterations and repairs; third, to rent due hereunder, and the residue, if any, shall be held by the Landlord and applied in payment of future rent as it becomes due hereunder. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of Tenant, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default.

If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter terminate this Lease for any prior breach or default. If Landlord terminates this Lease at any time for any breach or default, in addition to any other remedies it may have, it may recover from Tenant all damages incurred by reason of such breach or default, including all costs of reletting the Premises and including the excess, if any, of the total rent and charges reserved in this lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, and of which shall be immediately due and payable by Tenant to Landlord. In determining the amount payable by tenant hereunder subsequent to default, the Minimum annual rent for each year of the unexpired portion of the Lease Term shall equal the average Minimum Annual and Percentage Rents which Tenant was obligated to pay from the commencement of the Lease Term to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter. Landlord will use its best efforts to re-let and mitigate damages.

Section 18.3 Counterparts

Not in use.

**Section 18.4 Waiver of Rights of Redemption**

Not in use.

**Section 18.5 Costs and Fees**

In the event of any legal proceedings, negotiation or transaction in which the Landlord and Tenant shall become involved on account of this lease, including but not limited to any actions for forcible entry and detainer, each party shall be responsible for their own attorney fees and court costs.

**ARTICLE XIX****DEFAULT BY LANDLORD****Section 19.1 Default Defined Notice**

Landlord shall in no event be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant specifically describing such failure.

**Section 19.2 Notice to First Mortgagees**

Not in use.

**ARTICLE XX****TENANT'S PROPERTY****Section 20.1 Taxes on Leasehold**

Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes coming due during or after the term of this Lease against any leasehold interest of Tenant's personal property of any kind owned or placed in, upon or about the Premises by Tenant.

**ARTICLE XXI****ACCESS BY LANDLORD****Section 21.1 Right OF Entry**

Landlord, its agents and employees shall have the right to enter the Premises from time to time at reasonable times to examine the same, upon written notice to Tenant, show them to prospective purchasers and other persons, and make such repairs, alterations, improvements or additions as Landlord deems desirable or necessary and Landlord shall be allowed to take all material on the Premises as may be required therefore without the same constituting an eviction of Tenant in whole or in part. Landlord shall make all reasonable efforts to cause the least amount of disruption to Tenant. Rent shall in no wise abate while any such repairs, alterations, improvements, or additions are being made. During the last six (6) months of the Lease Term, Landlord may exhibit the Premises to prospective tenants and place upon the Premises notices deemed advisable by Landlord of the Premises being for sale, all without molestation by Tenant. In addition during any apparent emergency, Landlord or its agents may enter the Premises forcibly without liability therefore and without in any affecting Tenant's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Landlord any obligation responsibility or liability whatsoever, for any care, maintenance or repair, except as otherwise herein expressly provided.

**ARTICLE XXII****HOLDING OVER SUCCESSORS****Section 22.1 Holding Over**

If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no permitted holding over of occupancy without Landlord's written consent), Tenant shall pay Landlord, as and for rent, for each day of such holding over a sum equal to the greater of (a) double the last paid Minimum Monthly Rent prorated for the number of days of such holding over, or (b) Minimum Annual Rent plus percentage Rent prorated for the number of days of such holding over, plus a prorata portion of all other amounts which Tenant would have been required to pay hereunder had this Lease been in effect. If Tenant holds over with or without Landlord's written consent, then at Landlord's sole option, Tenant shall occupy the Premises either as a tenancy from month to month

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or day to day and all other terms and provisions of this Lease shall be applicable to such period except as to Minimum Rent. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Lease for a breach of any covenant herein or of any other right or remedy provided for in this Lease.

#### Section 22.2 Successors

All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the parties, and if Tenant is more than one person, they shall be bound jointly and severally by this Lease. No rights, however, shall inure to the benefit of any assignee of Tenant unless Landlord approved the assignment in writing as provided in Section 13.1 hereof.

### ARTICLE XXIII

#### QUIET ENJOYMENT

##### Section 23.1 Landlord's Covenant

If Tenant pays the rents and other amounts herein provided, and observes and performs all the covenants, terms and conditions, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, covenants, conditions and restrictions of record, and rights of utilities and public bodies.

### ARTICLE XXIV

#### MISCELLANEOUS

##### Section 24.1 Waiver

No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant, or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

##### Section 24.2 Accord and Satisfaction

Landlord is entitled to accept, receive and cash or deposit any and all payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant which Tenant might owe and the same shall not constitute payment of any amount owed or to be owed except that to which Landlord has applied the same.

No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant which Tenant might owe hereunder and Landlord's right to pursue any other available remedy.

##### Section 24.3 Entire Agreement

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

##### Section 24.4 No Partnership

Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venture of or with Tenant.

##### Section 24.5 Force Majeure

If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this section 24.5 shall at no time operate to excuse Tenant from any obligations for

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payment of rent, percentage of rent, additional rent or any other payments required by the terms of this Lease when the same are due and all such amounts shall be paid when due.

**Section 24.6 Submission of Lease.**

Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant. Upon execution of this Lease by Tenant, Landlord is granted irrevocable option for twenty (20) days to execute this Lease within said period and thereafter return a fully executed copy to Tenant. The effective date of this Lease shall be the date filled in on Page One (1) hereof by Landlord, which shall be the date of execution by the last of the parties to execute this Lease.

**Section 24.7 Vacancy.**

In the event the shopping center has a vacancy rate in excess of 71%, tenant shall have the right to terminate his lease with three (3) months written notice to landlord.

**Section 24.8 Parking.**

In the event the parking area is reduced below 70%, landlord shall have ninety (90) days to correct said situation. If the Landlord cannot remedy the situation, Tenant has a right to terminate his lease, or reduce his rental payment by 25%.

**Section 24.9 Televisions.**

Landlord agrees that the Tenant shall have permission during the terms of this lease to have a minimum of 4 Televisions installed on the leased premises and shall have permission to install Satellite Television service on the premises. If the Tenant shall require additional televisions in the premises, the Tenant shall obtain the Landlord's written permission, which shall not be unreasonably withheld.

**Section 24.10 Rules and Regulations.**

The Landlord shall provide thirty (30) days advance written notice of any proposed modifications to the Rules and Regulations of the shopping center.

**Section 24.11 Notices**

All notices from Tenant to Landlord required or permitted by any provision of this agreement shall be directed to Landlord as follows:

*Geroulis Buildings LLC*

*5110 N. Lincoln*

*Chicago, IL 60625*

Rent shall be directed to Geroulis Buildings LLC, 5110 N. Lincoln, Chicago, Illinois 60625, with the check payable to Geroulis Buildings LLC or as otherwise directed in writing by Geroulis Buildings LLC.

Prior to the Commencement Date such notices shall only be effective if given to Landlord at the address shown above.

All notices to be given hereunder by either party shall be written and sent by registered or certified mail, return receipt requested, bearing adequate postage, postage prepaid, address to the party intended to be notified at the address set forth above. Notice may also be sent by overnight express carrier with a request that addressee sign a receipt evidencing delivery and addressed as above. Either party may, at any time or from time to time, notify the other in writing of a substitute address for that above set forth, and thereafter notices shall be direct to such substitute address. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the earlier of (a) the date occurring three (3) business days after the date of mailing the same, or (b) the day of delivery shown on the return receipt.

**Section 24.12 Captions and Section Numbers**

This Lease shall be construed without reference to titles of Sections, which are inserted only for convenience of reference. If the names of any other tenants or occupants in the Shopping Center of the nature of the business to be conducted by any other tenants or occupants of the shopping center are named or shown in this Lease, the same are shown only for illustrative purposes and no representation or warranty is made with respect to other tenants or occupants in the Shopping Center or other business which may be conducted therein.

**UNOFFICIAL COPY****Section 24.13 Number and Genders**

The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

**Section 24.14 Limitation of Liability**

Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord or beneficiary of Landlord with respect to any of their terms, covenants, conditions and provision of this Lease, and Tenant shall look solely to the interest of Landlord, its successors and assigns, in Shopping Center for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

Tenant shall indemnify and hold harmless Landlord its beneficiary or beneficiaries, and the partners thereof, and their respective agents, employees, invitee's successors and assigns (collectively, the "protected parties") of and from any and all injuries, losses, expenses (including without limitation attorneys fees), suits, actions by any one or more of the Protected Parties on account of or relating to any act of omission of Tenant or of any of tenant's agents, contractors, servants, employees, licensees, including without limitation on account of failure of Tenant to comply with any term, provision or covenant contained in this Lease.

**Section 24.15 Broker's Commission**

The parties hereto acknowledge that Alliance Real Estate Group, Inc. is the sole real estate broker that represented the Landlord herein, and that no commissions are owed by Landlord to any other broker(s) whatsoever, and Tenant agrees to indemnify Landlord from claims for commission from any other broker(s) arising out of the execution of this Lease (including without limitation, the cost of attorneys fees in connection therewith).

**Section 24.16 Partial Invalidity**

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 24.17 Recording**

The parties agree not to place this lease of record but each party shall, at the request of other, execute and acknowledge so that the same may be recorded, a Short Form Lease or Memorandum of Lease, indicating the Lease Term and any options to extend such Term, but omitting rent and other terms, and specifying the date of commencement and termination of the Lease Term; provided, however, that the failure to record said short form lease or memorandum of Lease shall not affect or impair the validity and effectiveness of this lease. If tenant requests same to be recorded, Tenant shall pay all costs, taxes, fees and other expenses in connection with or prerequisite to recording.

**Section 24.18 Applicable Law**

This Lease shall be construed in accordance with the laws of the State of Illinois.

**Section 24.19 Mortgagee's Approval**

If any mortgagee of the property containing the Premises requires any modification of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modifications within thirty (30) days after Landlord's request. Therefore, provided that such request is made at least thirty (30) days to the time such change is required. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for tenant's refusal to agree to any modification of the revisions of this Lease relating to: the amount of rent or other charges reserved herein; the size and/or location of the demised premises; the duration and/or commencement date of the term; or the reducing of improvements to be made by Landlord to the demised Premises prior to deliver of possession.

**Section 24.20 Joint and Several Liability**

If Tenant is a partnership or other business organization, the members of which are subject to personal liability, the liability of each such member shall be deemed to be joint and several.



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Alliance Real Estate Group

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FROM Brunko & Gorman

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IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

(LANDLORD)

GEROULIS BUILDINGS, LLC

BY: [Signature] Duty Authorized Agent

Date: 4/10/07

(TENANT)

BY: [Signature]

[Signature]  
[Signature]  
Date: 4/10/07

Property of Cook County Clerk's Office