

# UNOFFICIAL COPY

**COMMERCIAL LEASE**

**AFTER RECORDING  
MAIL TO:**

**JOHN MANTAS, ESQ.  
SKOUBIS & MANTAS, LLC  
1300 West Higgins Road  
Suite 209  
Park Ridge, Illinois 60068**



**Doc#: 0801131011 Fee: \$62.00**  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/11/2008 09:36 AM Pg: 1 of 20

Above Space for Recorder's Use Only

## COMMERCIAL LEASE

**LANDLORD:**

**Northern Trust Company as TTE u/t/a dtd  
7/1/04, and known as Trust #10140  
412 North Paulina Street  
Chicago, Illinois 60622**

**TENANT:**

**HEAVENLY MASSAGE OF DIVISION, INC.  
an Illinois Corporation  
9330 Waukegan Road  
Morton Grove, Illinois 60053**

**PROPERTY ADDRESS:**

**1163 N. State Street  
Chicago, Illinois**

**PIN NOs: 17-03-200-074-0000  
17-03-200-075-0000  
17-03-200-076-0000**

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ATG Trust Company  
Successor to

**LEASE**

THIS LEASE AGREEMENT made and entered into this 8th day of June, 2006, by and between Northern Trust Company as Trustee Under Trust Agreement Dated July 1, 2004 and known as Trust #10140, having an address at 412 North Paulina Street, Chicago, Illinois, 60622, hereinafter called "Landlord", and Heavenly Massage of Division, Inc. having an address at 9330 Waukegan, Morton Grove, Illinois, hereinafter called "Tenant".

**WITNESSETH****1. PREMISES:**

The Landlord, for and in consideration of the rent herein reserved to be paid by Tenant and in consideration of the covenants and agreements herein contained to be kept and performed by the Tenant, does hereby lease to Tenant and Tenant hereby leases from Landlord the premises outlined in red on Exhibit "A" hereby attached and so made a part hereof (the "Premises"), in the development located at 116 9th N. State Street, Chicago, Illinois, containing approximately 731 square feet located on the Ground Level and approximately 7,482 square feet located on the second level and approximately 6,866 square feet located on the lower level, subject to actual field verification by Landlord and Tenant. The actual field verification of the square footage does not change the base rent payable under the Lease.

**2. TERM:**

To have and to hold the said described Premises unto Tenant for a term of Ten (10) Years commencing the later of \_\_\_\_\_, or Landlord's completion of Landlord's work, which shall be subject to Tenant's prior submittal of plans and Landlord's approval thereof pursuant to Paragraph 12 herein.

The date the Premises is turned over to Tenant shall be the possession date ("Possession Date"). Minimum Rentals and Additional Rentals herein reserved shall commence to accrue on a date which shall be the earlier of (i) 150 days (as is further set forth in Paragraph 12 herein) from the date of issuance of the Tenant's building permit by the City of Chicago if the Tenant performs construction of Tenant's improvements, or (ii) the date Tenant opens for business with the public. However, if Tenant allows Landlord to perform the construction of Tenant's improvements, Tenant's rent commencement shall be the later of (i) 120 days after the issuance of Tenant's building permit from the City of Chicago or (ii) the date of substantial completion of Tenant improvements. If such date shall occur on a day other than the first day of a calendar month, Tenant shall pay on such date an amount equal to one-thirtieth of one month's Minimum Rent for each day from and including the date when the rental shall commence to accrue to and including the last day of said calendar month. On the Possession Date, the parties shall execute a possession letter in the form attached hereto as Exhibit "C" confirming the Lease Term and rent commencement dates, but failure to execute such document shall not in any manner affect the obligations of the parties hereunder. This Lease is subject to the issuance of building permits, if applicable, and Landlord shall have the right to cancel this Lease, should said permits not be obtained.

Once the actual Possession Date has occurred, Tenant shall take possession of the Premises and assume responsibility for all utility services thereafter furnished to Tenant in the Premises, diligently perform Tenant's Work, and open the Premises to the public as soon as practicable. Within thirty (30) days after Tenant receives a fully executed copy of this Lease, Tenant shall deliver to Landlord a schedule of the time-frame for Tenant's preparation of permit drawings prepared by an architect licensed in Illinois, permit schedule, and construction schedule for Tenant's Work ("Tenant's Schedule"). Tenant shall update Tenant's Schedule and deliver the same to Landlord on a monthly basis prior to the Commencement Date. Tenant shall schedule an intake appointment with the City of Chicago Department of Construction and Permits ("DCAP") within 60 days after Tenant receiving a fully executed copy of the Lease. Tenant shall submit its applications for all Tenant's Permits within seventy-five (75) days after the date Tenant receives a fully executed copy of the Lease, provided, however, that if Tenant applies for an intake appointment with DCAP within such 60 day period but is unable to get such an appointment within such 75 day period, then such 75 day period shall be extended until the date that Tenant has a DCAP intake appointment. Tenant shall use diligent efforts to obtain Tenant's permits as quickly as possible, including promptly addressing and responding to all comments received from the City of Chicago. If requested by Tenant, Landlord shall reasonably assist Tenant (at no cost or expense to Landlord) in obtaining such permits. Tenant shall provide Landlord with the tracking numbers of all permits from the City of Chicago. As used herein, "Tenant's Permit Obligations", shall mean Tenant's obligations to (i) timely apply for Tenant's Permits (including scheduling a DCAP intake appointment within 60 days after Tenant receiving a fully executed copy of this Lease), (ii) promptly address comments received from the City of Chicago, and (iii) otherwise diligently pursue obtaining the Tenant's Permits.

**3. OPTION:**

So long as Tenant is not in default beyond any applicable cure periods with respect to performance of Tenant's obligations under the Lease, Tenant is hereby granted seven (7) five (5) year renewal options to extend this Lease, subject to the same terms and conditions of this Lease agreement and rental increases and as herein provided. Tenant, at Tenant's option, shall have the option to renew and extend the lease by giving written notice to the Landlord that Tenant

**UNOFFICIAL COPY****5. MINIMUM RENT:**

Minimum Rent is due on the first of each month, all checks are to be made payable to Chebemma, and mailed to 7450 Quincy Street, Willowbrook, Illinois, 60527, or as Landlord may, from time to time, designate in writing.

"A"	ESTIMATED MINIMUM RENT		
	<u>LEASE YEAR</u>	<u>ANNUALLY</u>	<u>MONTHLY</u> <u>PSF</u>
	One	\$275,000.00	\$22,916.66
	With one percent (1%) annual increases thereafter.		

"B" OPTION RENEWAL  
One percent (1%) annual increases.

**6. SECURITY DEPOSIT AND PERSONAL GUARANTY:**

In addition to the Advanced Minimum Rent, Tenant shall deposit with Landlord on the date the construction contract is signed by Tenant, the sum of \$22,916.66 as security (the "Security Deposit") for the faithful performance of this Lease and any renewals hereof. The Security Deposit shall be credited to the twelfth (12<sup>th</sup>) month of rent following rent commencement.

If Tenant defaults with respect to any provision of this Lease, Landlord may expend the whole or part of the Security Deposit for the payment of any amount, which Landlord may expend by reason of such default, or for the payment of Rent. If any portion or all of the Security Deposit is so used, Tenant shall within five (5) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and failure to do so shall be a breach of this Lease. If Tenant shall not default under this Lease, the Security Deposit shall be returned to Tenant at the end of the Lease Term or extended term; provided that Landlord may retain the Security Deposit until such time as all amounts due from Tenant hereunder have been paid in full.

Landlord is not required to segregate the Security Deposit in a separate account. Landlord shall pay no interest on the Security Deposit.

Tenant shall also be required to execute a Guaranty for a period of seven (7) years from James Bakopoulos, attached hereto.

**7. MAINTENANCE OF COMMON AREAS:**

The public areas forming a part of said Development as constituted from time to time, excluding signage reserved for specific tenants, if any, shall be available to all tenants, their employees, agents, customers and invitees, subject to the following:

- (a) The right of the Landlord to make such changes in the public areas as will not substantially reduce the total public area but will, in the sole judgment of the Landlord, be for the best interests of the Tenant, including the right to relocate any public improvements thereof, so long as it does not impair Tenant's business operation.
- (b) The right to improve, remodel or make changes in buildings and other premises including entrances, loading docks and other portions of said Development, so as to keep the character of the Development up to standard.

For the good and welfare of all tenants in said Development, their employees, agents, customers and invitees, Landlord expressly reserves the right to determine the manner in which said areas common to all tenants of the said Development (all of the foregoing being sometimes hereinafter referred to as "public areas") shall be maintained, and to promulgate reasonable rules and regulations relating to the use of all public areas. Said rules and regulations shall be binding upon Tenant upon mailing a copy thereof to Tenant or by posting the same in a conspicuous place in the confines of the said Development designated for such purpose. For the enforcement of said rules and regulations, Landlord shall have available to it all remedies in this Lease provided for at law or in equity.

Tenant agrees to pay upon demand, but not more often than once each calendar month, as Additional Rent in the same manner and at the same time and place as Minimum Rent (which Additional Rent may be estimated by Landlord, subject to adjustments in future billings to Tenant) a proportionate share of:

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- (4) All other expenditures pertaining to said public areas, all as determined by the Landlord, from time to time, but not including depreciation.

Tenant's share of said costs shall equal the ratio of the total number of square feet of gross floor area in the Premises to the total number of square feet area in all buildings in said Development during the period of such costs as allocated by the Landlord from time to time. Tenant's initial pro rata share of common area maintenance is estimated to be approximately \$1.00 per square foot for the first year. Tenant's share of common area maintenance shall be reconciled at the end of the first year. Second year and succeeding years shall be based on actual prior year common maintenance charges.

8. **REAL ESTATE TAXES:**

Tenant agrees to pay 1/12 each month as Additional Rent, in the same manner and at the same time and place as Minimum Rent, its proportionate share of the first level (which is responsible for 50% of the annual real property taxes) and proportionate share of the second and lower levels (which are responsible for the other 50% of the annual real property taxes) as assessed. Landlord shall have the right to file a tax division so as to substantiate a more definite tax allocation for each tenant. Tenant shall have the right to inspect any real estate tax bill involved in the calculation of the Additional Rent attributable to real estate taxes.

Landlord may protest any real estate tax assessment made to the Development and Tenant shall be responsible for payment, as Additional Rent, of its pro-rata share of the cost of such protest so long as the cost of such protest does not exceed the tax saving obtained.

After the end of each Calendar Year, Landlord shall determine the actual amount of costs and taxes payable under Articles 7 and 8 for such Calendar Year and shall furnish Tenant a statement of costs and taxes. If the statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for the Calendar Year, the statement will contain a credit to be applied to Tenant's subsequent rental charges. If the statement shows an amount owing that is more than the estimated payments previously made by Tenant for the calendar year, Tenant will pay the deficiency indicated on Landlord's statement within thirty (30) days after delivery of Landlord's statement. The costs adjustment shall be prorated for partial Calendar Year during the Term based upon the number of days of the Term falling with such partial Calendar Year. Tenant's initial pro rata share of real estate tax is estimated at approximately Ten Dollars (\$10.00) per square foot for the first year, and Tenant shall pay to Landlord monthly payments based on such estimates. Such monthly estimates shall be modified from time to time based on actual tax bills received during the Lease term.

9. **USE:**

It is understood and agreed that the Premises shall be used and occupied by Tenant for the purposes of the operation of a quality full service spa, providing, massages, nail, facials, body wraps and tanning to the general public, with related sales and for no other purpose and said use to be in compliance with all the applicable laws, ordinances and governmental regulations. Tenant shall conduct the business operated in and from the Premises in a manner that will at all times be in accordance with the highest standards of that type of business and which will not injure or detract from the reputation of said Development and its other tenants. No auction, fire, bankruptcy, liquidation or similar sales shall be conducted in the Premises without the advance written consent of Landlord. Tenant's use shall not violate any existing Tenant's exclusive rights as explicitly outlined in Exhibit "G".

10. **SUBORDINATION:**

This Lease shall at all times be subject, subordinate and inferior to the lien of any Fee Mortgage or mortgages that may be placed by Landlord upon the Premises and the recording of such mortgage shall be deemed prior to the lien of this Lease irrespective of the date of execution or recording of such mortgage and in addition, Tenant will, upon written demand by Landlord, execute such instruments as may be required at any time and from time to time to acknowledge the terms of this Lease and to recognize such subordination; provided that Tenant shall be furnished with an agreement from the first mortgagee to the effect that in the event of a foreclosure Tenant's possession shall not be disturbed under this Lease so long as Tenant is not in default hereunder beyond any applicable cure periods.

11. **CARE OF PREMISES:**

Tenant shall not perform any acts or carry on any practices which may injure the building or the Premises or be a nuisance or menace to other tenants in the said Development and shall keep the Premises under its control, including the public area adjacent to the Premises and delivery areas adjacent to Premises clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises or trash areas provided and arrange for the regular removal of such trash and garbage. Tenant shall not burn any trash or garbage in or about the Premises or anywhere else within the confines of said Development. Tenant shall not permit any offensive or other odors objectionable to other tenants or patrons

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Landlord Improvements"), all as Landlord's only obligations for improvements to the Premises under the terms of this Lease.

Landlord and Tenant will each bid out the work for the build-out. In the event Landlord builds out the Premises, Landlord shall have 120 days to complete its work. In the event Tenant builds out the Premises, Tenant shall have 150 days to complete its work. The premises will be remodeled according to architecturally prepared plans and specifications prepared by the Tenant and approved by Landlord, which approval shall not be unreasonably withheld. Notwithstanding the aforementioned the Parties shall only be responsible for the completion of the first and second floor upon the execution of the lease. Landlord and Tenant shall jointly prepare a budget anticipating the cost of the improvements. When the budget has been reviewed and agreed upon by Landlord and Tenant, Landlord shall contribute the amount of \$400,000.00 towards Tenant's build-out, to be used for hard cost improvements, which shall be deposited into a construction escrow account at Chicago Title Insurance Company. Tenant shall be responsible for the payment of all construction above Four Hundred Thousand Dollars. Disbursements shall be made from the construction escrow account (with payments no more frequently than one time per month) upon receipt of customary sworn statements, certifications and lien waivers. Every expense with respect to the improvements shall be paid from the construction escrow account, including but not limited to permitting, general contractors fees, and construction. Said improvements shall not include fixtures, furniture or equipment.

Tenant agrees that it will not do or permit or suffer to be done any act or thing to create any mechanic's lien or claim for lien against the building or any part thereof in which the Premises are located, and agrees to indemnify the Landlord against any and all such liens and all damages, costs, expenses, and attorney's fees in connection therewith, and if any such lien shall attach, Tenant upon request, shall promptly give adequate security to the Landlord to hold it safe and harmless against any such lien, damages, costs, expenses, and attorney's fees in connection therewith.

#### 13. REPAIRS AND MAINTENANCE:

Landlord, at its expense, will maintain and repair the structural columns, roof bar joists, walls and concrete floors which collectively enclose the Premises (excluding, however, all doors, door frames store fronts, windows, and glass); provided that the necessity therefore shall not be caused by the negligent or willful acts or omissions of Tenant, its agents, contractors, guests, invitees or employees, and subject to the provisions of Article 24 hereof.

All repairs to the Premises or installations, equipment or facilities therein, other than repairs required to be made by Landlord at its expense as stated above or Article 24 hereof, shall be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant shall maintain the interior of the Premises together with all electrical, plumbing and other mechanical installations therein, including smoke detectors and fire alarm, windows, frames, moldings, floor coverings, partitions, doors, lights, wall coverings, and painted interior surfaces so that such are in good condition and working order and repair and shall make all replacements, including replacements to ceiling tiles if damage to same was caused by Tenant, from time to time required therefore at its expense.

Landlord shall furnish HVAC in new condition. Landlord shall furnish Tenant with the manufacturers warranty for HVAC. Tenant shall be responsible for the maintenance, repair and replacements of HVAC. Tenant shall furnish Landlord not less than once per year with evidence that the heating, ventilating and air conditioning ("HVAC") system in the Premises has been inspected and serviced by an independent HVAC contractor and is in good working order and repair.

Tenant shall repair promptly at its expense any damage to the Premises and, upon demand, shall reimburse Landlord (as Additional Rent) for the cost of the repair of any damage elsewhere in the Development caused by or arising from the installation or removal of property in or from the Premises, unless caused by Landlord, its agents or employees. If Tenant shall fail to commence any repairs required by this Article to be made by it within five (5) days after notice to do so, Landlord may make or cause the same to be made and Tenant shall pay Landlord promptly upon Landlord's demand, as Additional Rent, the cost thereof with interest thereon at the rate of Prime plus one percent (1%) until paid.

#### 14. RULES:

Tenant shall not erect, install, display, inscribe, paint or affix any sign, lettering or advertising medium to, upon or above the exterior of the Premises or the building in which the Premises are situated, nor to the interior glass surface of any entrance door or show windows nor within any show or display window space, without, in each instance, the prior written approval of Landlord as to size, type, color, location, copy, nature and display qualities. Tenant shall not use any advertising medium that shall be deemed objectionable to Landlord or a nuisance to other tenants, including without limiting the generality of the foregoing, loud speakers, phonographs, and radio or television broadcasts, in a manner to be intentionally heard outside of the Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations, or paintings or build any fences, nor install any radio or television antennae, loud speakers, sound amplifiers, or similar devices on the roof or exterior walls of the building unless with the advance written consent of Landlord. Any aforesaid unapproved installations shall be subject to removal without notice at any time and any damage to the walls or roof caused by such removal shall be the responsibility of Tenant.

Tenant shall be strictly prohibited from making any alterations whatsoever which involve cuts, fastening or

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may be required by Landlord. All alterations, additions, improvements and fixtures, other than Tenant's trade fixtures, which may be made or installed by either Landlord or Tenant upon the Premises shall be the property of Landlord and shall remain upon and be surrendered with the Premises as a 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 fifteen (15) days thereafter, Landlord so directs by written notice to Tenant, Tenant shall promptly remove the additions, improvements, fixtures, trade fixtures and installations which were placed in the Premises by Tenant and which are designated in said notice, and repair any damage occasioned by such removals. Should Tenant fail to repair such damage, Landlord may effect said removals and repairs and Tenant will pay to Landlord upon demand, the costs thereof with interest at the rate of one plus one-half (1-1/2%) percent per month from the date of such removal by Landlord until paid in full. Any linoleum or other floor covering that is cemented or otherwise adhesively affixed to the floor of the Premises shall be deemed a non-trade fixture and become the property of the Landlord. All trade fixtures that are attached to the Premises with the Landlord's written consent may be removed at the expiration of the tenancy hereby created provided the Premises are restored by the Tenant to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by Tenant prior to the expiration of the tenancy shall at the option of Landlord, become the property of the Landlord.

**16. SIGNAGE**

Tenant agrees to purchase and install, at its sole cost and expense, an identification sign or signs for the exterior of the Leased Premises, which signs shall be subject to Landlord's reasonable approval pursuant to the Sign Criteria set forth on Exhibit "E" attached hereto. Tenant, upon surrender of the Leased Premises, or the removal or alteration of its exterior signs, shall be responsible for the repair, painting and/or replacement of the building fascia surface where such signs are attached. Tenant shall not affix, maintain or locate (1) upon the glass panes and supports of any window (or within less than 24 inches of any window), or (2) upon the doors or the exterior walls (including the rear of the Leased Premises), any merchandise, inventory, fixtures, equipment, signs, advertising placards, names, insignias, trademarks, descriptive material or any other such like item or items except such as shall have first been approved in writing by Landlord as to size, type, color, location, copy, nature and display qualities. All signs, placards or other advertising material permitted hereunder shall be professionally prepared. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the Leased Premises. Tenant shall not locate any fixtures, equipment, inventory, signs, placards or any other kind of advertising material, outside of the storefront or store windows. Landlord may, without notice, and without any liability therefore, enter the Leased Premises and remove any items installed or maintained by Tenant in violation of this Article 10.

During the term of the Lease, and without first obtaining Landlord approval, Tenant may display professional quality window signs and promotional material in the storefront windows as the Tenant deems reasonable to the promotion of its business, provided such signage is in compliance with the City of Chicago and Cook County sign code regulations and does not exceed 30% of the total window space.

**17. INSURANCE - LANDLORD:**

Tenant shall not carry any stock of goods or do anything in or about the Premises which will in any way impair or invalidate the obligation of any policy of insurance of the Premises or the building in which the Premises are situated. However, in the event the Tenant does in any way impair or invalidate the obligation of any policy of insurance of the Premises on the building in which the Premises are situated and if same shall be destroyed or damaged in whole or in part by fire or other casualty, or by act of God, or occurring by reason of any causes whatsoever, the Tenant at the Tenant's own cost and expense, shall promptly repair, replace or rebuild same, at least to the extent of the value, and as nearly as practicable to the character of the building or improvements existing immediately prior to such occurrence, as a first class commercial building. Tenant agrees to pay, upon demand, as Additional Rent, any increase in insurance premiums resulting from the business carried on in the Premises by Tenant, whether or not Landlord has consented to the same or not. Tenant shall pay as Additional Rent its share of all insurance premiums attributable to the Development. The amount of said insurance premium attributable to the Premises, and due from Tenant, save any increase in premium resulting because of the use made of the Premises, shall be arrived at by determination of the percentage that the gross square feet of the Premises bears to the total gross square feet of floor area in all buildings located in the Development. Any Insurance premiums shall be due 1/12th per month as Additional Rent. Tenant's pro rata share of insurance shall be a proportionate share of Landlord costs. Tenant's initial pro rata share of insurance is estimated at approximately One Dollar (\$1.00) per square foot for the first year.

**18. INSURANCE - TENANT:**

Tenant shall procure from companies satisfactory to Landlord and maintain during the term of this Lease at its own cost and expense, a policy or policies of insurance in form satisfactory to Landlord insuring Landlord and Tenant as their interests may appear as hereinafter required.

Each of such insurance policies shall carry an endorsement that before changing or canceling any policy, the insurance company issuing the same shall give the Landlord at least twenty (20) days prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to the Landlord. The first policies shall be issued

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- (C) **RENTAL INSURANCE:** Landlord shall procure and maintain rental insurance insuring the rental payments in the event of fire or other casualty to the Premises, rendering said Premises untenable in accordance with this Lease. Said insurance shall insure the payment of the rental terms herein for a minimum of nine (9) months. Tenant shall pay the premiums as Additional Rent; therefore, within five (5) days after Notice by Landlord, which insurance may be included in Landlord's policy of extended coverage.
- (D) **PLATE GLASS INSURANCE:** Tenant shall procure and maintain insurance against breakage of glass in exterior and interior windows and doors in or upon the Premises.

In the event of any damages to the aforementioned Premises covered by insurance, the Tenant shall within thirty (30) days of notice thereof file proof of loss with the insurance carrier and proceed with the collection of the claim under said policies of insurance without delay. Subject to Article 24 hereof, the Tenant shall further proceed as promptly as possible with the repairing, remodeling or rebuilding of the damaged Premises. In the event the Tenant shall fail to proceed in the prosecution of this insurance claim after notice of damage, or fails to make the repairs as aforesaid then the Landlord may, at its option, proceed with or undertake the collection of the insurance claims and also with the work of repair, remodeling or rebuilding of said damaged Premises.

Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Building or Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies. Landlord waives any and every claim against Tenant for any and all losses of or damage to the Building or the Premises or the contents thereof which would have been covered had the insurance policies required to be maintained by Landlord by this Lease been in force, to the extent that such loss or damage would have been recoverable under such insurance policies. Tenant waives any and every claim against Landlord for any and all loss of or damage to the Building or the Premises or the contents thereof which would have been covered had the insurance policies required to be maintained by Tenant by this Lease been in force, to the extent that such loss or damage would have been recoverable under such insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. Tenant shall be required to repair the Tenant's improvements and fixtures in the Premises.

19. **DELIVERIES:**

All loading and unloading of merchandise, supplies, fixtures, equipment, furniture and all other materials shall be made through proper loading area and service doors in accordance with the rules and regulations of Landlord from time to time in effect. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.

20. **COVENANT TO HOLD HARMLESS:**

Tenant agrees to indemnify and save Landlord harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees arising from the conduct or management of the business conducted by Tenant in the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sub lessees, concessionaires or licensees in or about the Premises. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

Neither the Landlord nor the Landlord's agents, servants, employees, officers or directors shall be liable, and the Tenant waives and releases all claims for damage to person or property sustained by the Tenant, or by Tenant's employees, agents, servants, invitees and customers or by any other occupant of the building in which the Premises are located, or by any other person, resulting from said building or any part of it or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Premises of said building, or resulting directly or indirectly from any act or neglect of any other tenant or occupant of said building, or of any other person. This Article shall apply, but not exclusively, to damage caused by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other tenants, occupants, or servants in the building, or of any other person. If any such damage results from any act or neglect of Tenant, Landlord may, at Landlord's option, repair such damage, whether caused to the building or to Tenant's thereof, and Tenant shall thereupon pay to Landlord the total cost of such repairs and damages both to the building and to the tenants thereof. All personal property belonging to Tenant, or any other person that is in the Premises, or any other part of said building, shall be there at the risk of the Tenant, or such other person only, and neither the Landlord nor its agents or employees shall be liable for any damage thereto or the theft or misappropriation thereof.

This Article shall be inapplicable to any damages or claim for damages caused by the gross negligence of Landlord, its agents, employees, officers or directors.

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minimum of three (3) years; and (iii) Tenant has determined that his operation has not been successful. Any assignment or subletting permitted hereunder shall only be permitted with respect to the entire leased Premises, except that Tenant shall also have the right to sublease the basement only provided the conditions as set forth herein are satisfied. In no event shall any permitted subletting relieve said Tenant of any responsibility or obligations of the Lease terms as herein provided. Consent by Landlord to one assignment of this Lease or to one subletting or such use or occupancy of the Premises shall not be a waiver of Landlord's rights under this Article as to any subsequent assignment, subletting or such use or occupancy. Landlord's rights to assign this Lease are and shall remain unqualified.

**22. ACCESS TO PREMISES:**

Landlord, or its agents, hereby expressly reserves the right to enter the premises and/or any part thereof, at any time in the event of emergency only. Furthermore, Landlord, or its agents, may enter the Premises at a time mutually agreed to by and between the parties hereto after two (2) day notice to make inspections and/or repairs, to exhibit the premises to prospective Tenants (only during the last six (6) months of any lease term or option period) purchasers, or others, and to perform any acts related to safety, protection, preservation, re-letting, sale or improvement of the Premises.

**23. UTILITIES:**

Tenant shall be responsible for all individually metered utility charges. Utilities that are in common shall be billed by Landlord to Tenant. Tenant shall pay for all utility services used in the Premises and in addition, the Landlord shall pay for the installation of such meters or other measuring devices for said services. Tenant shall not install any equipment which may exceed the capacity of any utility facilities and if any equipment installed by Tenant requires additional utility facilities, the additional utility facilities shall be installed at Tenant's expense in compliance with all code requirements and plans and specifications approved in writing by Landlord. Landlord shall not be liable to Tenant in damages or otherwise (1) if any utility shall become unavailable from any person or entity supplying or distributing such utility or (2) for any interruption of any utility service (including, without limitation, HVAC) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction (actual or constructive) of Tenant. In the event Tenant shall not have paid for said utilities and Landlord shall then be obligated by law to pay said utilities, the sum then owing shall be deemed as Additional Rent and Landlord shall have all rights under said Additional Rent as provided herein.

**24. EMINENT DOMAIN:**

In case all of the Premises are taken by the exercise of the power of eminent domain, this Lease and the term demised shall terminate as of the date possession is taken by the condemnor and Landlord shall refund any rent paid in advance on a per diem thirty (30) day month basis from the date possession is so taken to the first day of the next calendar month.

If thirty-three (33-1/3%) percent or more of the Premises is so taken, this Lease and term shall terminate at the election of either party upon notice to the other within ten (10) days after the payment, or the deposit with the appropriate public officer, or the compensation award, and in that event the term shall terminate on the date possession of the part condemned is taken by the condemnor and the rent shall be paid to the date, and Landlord shall refund as aforesaid, the appropriate proportion of any rent paid in advance. If less than said percent of the Premises is so taken, this Lease and the term hereof shall not terminate, however there shall be reduction of the monthly rental payment equal to the amount so taken.

If the Lease and term are not terminated, Landlord, at its expense and within thirty (30) days after the payment or deposit of the compensation as aforesaid, shall commence to reconstruct the Premises not affected by the taking and with reasonable diligence proceed with such reconstruction, and during the reconstruction and thereafter, the Minimum Rent shall be reduced in the proportion that the part taken bears to the Premises.

Tenant shall have the right to make a separate claim for its moving expenses and for removal of its fixtures.

In any event the entire compensation awarded shall belong to Landlord, except as specifically set forth herein, without any deduction therefrom for any present or future estate or interest of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any and all such compensation, together with any and all rights, estate and interests of Tenant now existing or hereinafter arising in and to the same or any part thereof.

**25. UNFITNESS:**

In the event the Premises shall be destroyed, or so damaged by fire, explosion, windstorm or other casualty as to be unfit for occupancy, Landlord may restore the Premises within nine (9) months after the casualty insurance claim has been paid, or in the alternative, terminate this Lease as of the date of the destruction or damage, in either case by giving Tenant notice from the date of the destruction or damage. The Minimum and Additional Rent shall abate on a per diem thirty (30)



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this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for ten (10) days after written notice to Tenant; or (ii) if Tenant fails to observe or perform any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for thirty (30) days after written notice to Tenant; or (iii) if a default is made in the performance by Tenant of any covenant of this Lease which involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant; or (iv) if the interest of Tenant (or any Guarantor) in this Lease shall be levied on under execution or other legal process; or (v) if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant (or any Guarantor) or (vi) if any involuntary petition in bankruptcy shall be filed against Tenant (or any Guarantor) under any federal or state bankruptcy or insolvency act and shall not have been dismissed within ninety (90) days from the filing thereof; or (vii) if a receiver shall be appointed for Tenant (or any Guarantor) or any of the property of Tenant (or any of the property of any Guarantor) by any court and such receiver shall not have been dismissed within ninety (90) days from date of his appointment; or (viii) if Tenant (or any Guarantor) shall make an assignment for the benefit of creditors; or (ix) if Tenant (or any Guarantor) shall admit in writing Tenant's (or such Guarantor's) inability to meet Tenant's debts as they mature; or (x) if Tenant fails to replenish the Security Deposit as provided in Article 6 hereof.

**Landlord's Remedies.**

If a Default occurs, and has not been cured by the Tenant, Landlord may, at its sole option, with or without further notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein (provided that Landlord shall use such efforts as are required by law to mitigate any damages resulting from such Default):

(a) Termination. In the event of any default by Lessee, in addition to any other remedies available to Lessor under this Lease, at law or in equity, Lessor shall have the immediate option to terminate this Lease and all rights of Lessee hereunder. In the event that Lessor shall elect to so terminate this Lease, then Lessor may recover from Lessee:

(i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; plus

(iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom but specifically excluding construction costs, brokerage commissions and tenant concessions.

(b) Re-Entry Rights. In the event of any default by Lessee, in addition to any other remedies available to Lessor under this Lease, at law or in equity, Lessor shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed, stored and/or disposed of pursuant to this Lease or any other procedures permitted by applicable law. No re-entry or taking possession of the Premises by Lessor pursuant to this paragraph, and no acceptance of surrender of the Premises or other action on Lessor's part, shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction.

(c) Continuation of Lease. In the event of any default by Lessee, in addition to any other remedies available to Lessor under this Lease, at law or in equity, Lessor shall have the right to continue this Lease in full force and effect, whether or not Lessee shall have abandoned the Premises. In the event Lessor elects to continue this Lease in full force and effect pursuant to this paragraph, then Lessor shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due. Lessor's election not to terminate this Lease pursuant to this paragraph pursuant to any other provision of this Lease, at law or in equity, shall not preclude Lessor from subsequently electing to terminate this Lease or pursuing any of its other remedies.

**27. TERMINATION - EXPIRATION/OCCUPANCY AFTER TERM:**

Tenant will, at the expiration or termination of this Lease, yield up possession to Landlord, and failing to do so, at Landlord's option, will pay liquidated damages for each day possession is withheld, in an amount equal to one and one-half the amount of the daily Minimum Rent and Additional Rent, computed on a thirty (30) day month basis; provided, however, that Landlord's right to recover such liquidated damages shall not preclude Landlord from recovering any greater amount of damages sustained by it or as otherwise allowed by law or in equity.

No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

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addressed to such address of such party which is stated herein, (ii) the delivery thereof, if delivered personally to such address by courier or otherwise or (iii) the transmission thereof as indicated on the receipt of transmission, if transmitted by telecopy to the telecopy number set forth herein for such party, so long as a copy of such notice, demand or communication is also simultaneously sent to such party in the manner set forth in either of clauses (i) or (ii) above. The addresses of the parties are as follows:

**LANDLORD:** Northern Trust Company A/T/U/T/A  
 Dated July 1, 2004 and known as Trust # 10140  
 C/o Chebemma  
 412 North Paulina Street  
 Chicago, Illinois 60622  
 Attn: Mr. Mark Hunt

**TENANT\*:** Attn: James Bakopoulos  
 Heavenly Massage of Division, Inc.  
 9330 Waukegan  
 Morton Grove, Illinois \_\_\_\_\_

With a copy to:  
 John Mantas, Esq.  
 Skoufis & Mantas, LLC  
 1300 West Higgins Road  
 Suite 209  
 Park Ridge, Illinois 60068

*\*Until possession of the Premises are delivered to Tenant, thereafter to the address of the Premises.*

Either party may by like notice at any time and from time to time designate by written notice a different address to which notices shall be sent.

**30. SUCCESSORS AND ASSIGNS:**

The Landlord and Tenant covenant and agree between the parties hereto that all covenants, conditions and agreements and undertakings in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto in the same manner as if they were in every case named and expressed.

It is understood and agreed by and between the parties hereto that this Lease and any riders attached hereto forming a part thereof set forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and that there are not other promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. It is understood and agreed that no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

**31. CHANGES AND ADDITIONS:**

Landlord reserves the right to make such changes and additions in and to the Development as from time to time constituted, as in Landlord's absolute discretion are desirable, provided, however, Landlord shall not impair the access or visibility of the Premises so as to prevent Tenant from conducting its business.

**32. MONTHLY RENTAL PAYMENT:**

If Tenant shall fail to pay, when the same is due and payable, any Minimum Rent or any Additional Rent, or any other amounts or charges described herein, such unpaid amounts shall bear interest at the rate of twelve (12) percent per annum from the date due to the date of payment. In addition to such interest, if Tenant shall fail to pay any monthly installment of Minimum Rent by the eighth (8th) day of the month for which such installment is due, a late charge equal to fifty dollars (\$50.00) shall be assessed to defer the administrative and clerical costs arising out of such late payment.

**33. MISCELLANEOUS:**

(A) Tenant from time to time, upon not less than ten (10) days prior written request by Landlord.

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Premises.

- (D) Nothing contained in this Lease shall be deemed to constitute or be construed to create any relationship between Landlord and Tenant other than that of lessor and lessee.
- (E) Tenant, in the event that it is a corporation, hereby covenants and warrants that a) it is duly authorized to do business in the State of Illinois; (b) the person executing this Lease on behalf of Tenant is an officer of Tenant duly authorized by Tenant to sign and execute this Lease on its behalf; and (c) this Lease is a valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (F) Submission of the form of this Lease for examination shall not bind Landlord in any manner, and no lease or other obligation of Landlord shall arise until this instrument is signed by both Landlord and Tenant and delivered to the parties.
- (G) No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.
- (H) Notwithstanding any other provision hereof to the contrary, Landlord or its agents shall not be liable for any damage to property entrusted to employees or agents of Landlord, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Development or from pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever. Landlord or its agent shall not be liable for interference with the light or other incorporeal hereditament. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Development or of defects therein or in the fixtures or equipment.
- (I) The terms and conditions of this Lease may not be disclosed by Tenant to third parties without the prior written consent of Landlord, except that Tenant may disclose said terms and conditions to financial institutions or potential buyers only without Landlord consent.
- (J) Time is of the essence with respect to the performance and observance of all of the terms, covenants and conditions hereof by Tenant.
- (K) Wherever the term "Rent" is used in this Lease, it shall collectively include Minimum Rent and Additional Rent. Also, the term "Rent" may refer to either Minimum Rent or Additional Rent, as the context of the Lease requires.
- (L) Tenant shall pay upon demand, all of Landlord's reasonable costs, charges and expenses covering the reasonable fees and out-of-pocket expenses of counsel (including in-house attorneys) agents and others retained by Landlord incurred in enforcing Tenant's obligations hereunder.

**34. APPLICABLE LAW AND CONSTRUCTION:**

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. The headings of the several Articles contained herein are for convenience only and do not define, limit or construe the contents of such Articles.

**35. E.P.A. GUIDELINES:**

Tenant hereby agrees to comply with all United States and State of Illinois E.P.A. guidelines, including but not limited to, those guidelines attached hereto as Exhibit "F".

**36. BROKER**

Landlord agrees to pay a brokerage commission to NextChicago Realty, Inc., pursuant to the terms of a separate agreement between Landlord and broker. One half of the brokerage commission shall be paid upon execution of the construction contracts, and one half shall be paid upon rent commencement. Tenant shall not be liable for any brokerage commission. Landlord and Tenant represents and warrants to one another that they have not worked with any Broker or finder in this transaction other than as is set forth herein. Landlord and Tenant shall mutually indemnify one another with respect to any other brokerage fees. Said brokerage commission shall be paid upon Rent Commencement.

**37. RIGHT OF FIRST OFFER:**

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attorneys' fees incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days following written demand therefor.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease and affixed their respective seals as of the day and year first above written.

LANDLORD:

**ATG Trust Company  
Successor to**

The Northern Trust Company as  
Trustee Under Trust Agreement dated  
July 1, 2004 and Known as Trust # 10140  
and not personally or individually

By: [Signature]  
Name: PEGGY PEIERS  
Title: Vice President  
Date: JUNE 8, 2006

TENANT:

Heavenly Massage of Division, Inc.

By: [Signature]  
Name: \_\_\_\_\_  
Title: President  
Date: \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF ( )

I, \_\_\_\_\_ a Notary Public, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

**Exoneration provision restricting  
any liability of ATG Trust Company  
either attached on the reverse side  
hereof or attached hereto,  
is incorporated herein.**

### GUARANTY

In consideration of the making of the above Lease by Landlord with the Tenant, the undersigned hereby guarantees the payment of the Rent to be paid by the Tenant and the performance by the Tenant of all the terms, conditions, covenants and agreements of this Lease, and the undersigned promises to pay all the Landlord's expenses, including reasonable attorney's fees, incurred by the Landlord in enforcing all obligations of the Tenant under this Lease or incurred by the Landlord in enforcing this guaranty for a period of seven (7) years following the date of mutual execution of this Lease. This is a guaranty of payments (and not of collection) and of performance. The liability of Guarantor is co-extensive with that of Tenant and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant and, except as provided in the last sentence of this paragraph, without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice, proof, or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease on account of insolvency or bankruptcy. Guarantor shall be entitled to copies of all notices required to be given to Tenant under the Lease at the same time such notices are delivered to Tenant.

It is agreed that the failure of Landlord to insist in any one or more instances upon strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of Rent or other payments with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

This Guaranty shall be a continuing guaranty, and, except for actual payment and performance by Guarantor or payment or performance by Tenant, in each case to the extent the same would result in commensurate reductions of liability under this Guaranty, the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Lease by Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to Tenant; (d) any consent, release or indulgence under or in respect of the Lease, or (e) any

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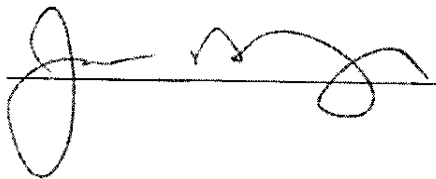
Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State of Illinois.

If Guarantor fails to pay any amount payable under this Guaranty when due, interest on such amount shall accrue at the rate set forth in Article 32 of the Lease.

Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its mortgagees and their respective transferees, successors and assigns. This Guaranty shall not be assigned in whole or in part by any Guarantor.

Notwithstanding anything to the contrary, this Guaranty shall be limited to Tenant's obligation under the Lease (herein-described) for the first seven (7) Lease Years of the Term ("guarantor cap"). Upon the expiration of the Seventh Lease Year, this Guaranty shall be null and void and without any further force and effect, provided as of the end of the Seventh Lease Year the Tenant is not then, in default under the Lease.

WITNESS the hand and seal of the undersigned at the date of the above Lease.



STATE OF ILLINOIS  
COUNTY OF ( )

I, \_\_\_\_\_, a Notary Public, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against ATG Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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EXHIBIT "A"

SITE PLAN

Property of Cook County Clerk's Office

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EXHIBIT "B"

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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EXHIBIT "C"

POSSESSION LETTER

DATE \_\_\_\_\_

TENANT NAME *Hand Delivered*

TENANT ADDRESS \_\_\_\_\_

TENANT ADDRESS \_\_\_\_\_

TENANT CITY, STATE, ZIP \_\_\_\_\_

RE: Lease between NAME OF OWNERSHIP COMPANY, as Landlord, and \_\_\_\_\_ as Tenant, for the lease of the premises commonly known as \_\_\_\_\_ (the "Premises")

Dear Tenant:

This letter shall serve as notice that possession has been delivered to you on \_\_\_\_\_, 2006, and that the following provisions pursuant to the Lease dated \_\_\_\_\_, 2006 between NAME OF OWNERSHIP COMPANY, as Landlord, and \_\_\_\_\_, as Tenant, shall go into effect accordingly:

1. The term of the Lease shall commence on \_\_\_\_\_, 200\_\_\_\_ and shall end on \_\_\_\_\_.
2. Minimum Rent shall begin on \_\_\_\_\_, 200\_\_\_\_.
3. Additional Rent shall begin on \_\_\_\_\_, 200\_\_\_\_.
4. The amount of \$ \_\_\_\_\_ security deposit has been deposited with Landlord.
5. Effective \_\_\_\_\_, Landlord will transfer all utility bills out of Landlord's name and Tenant will be responsible to have same placed in their name. Landlord will not be responsible if utilities are turned off by utility company due to Tenant's failure to contact the utility company.

	<u>UTILITY COMPANY</u>	<u>PHONE NO.</u>	<u>METER #</u>
ELECTRIC:	Commonwealth Edison	877-426-6331	_____
GAS:	_____	_____	_____
WATER:	_____	_____	_____

DUMPSTER RESPONSIBILITY: LANDLORD or TENANT  
*\*If the location does not have a particular utility or if it is included in CAM, it will be noted.*

6. To date we have not received your Certificate of Insurance (with the Certificate Holder listed as shown on the attached letter)

Very truly yours,

Property Solutions Group, LLC  
As Agent for NAME OF OWNERSHIP ENTITY

Mark Teele  
Sr. Property Manager

Tenant Received Keys on \_\_\_\_\_

Tenant Signature \_\_\_\_\_

cc: Tenant Lease File



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EXHIBIT "D"

LANDLORD'S WORK

Property of Cook County Clerk's Office

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## EXHIBIT "E"

### SIGNAGE GUIDELINES

**Permits Required:** No sign shall be erected, constructed, altered or relocated without a permit issued by the local municipality, except as otherwise provided herein. Where electrical permits are required, they shall be obtained at the same time as the sign permit.

**Prohibited Signs:** The following signs are specifically prohibited:

- a) Commercial billboards and post boards, when located upon vacant lots or parcels or when displaying information not related to the conduct of a business or other enterprise located on the same premises as said billboard or post board.
- b) Flashing signs.
- c) Roof signs.
- d) Projected signs.
- e) Pennants, streamers, portable signs and festoon lights not specifically authorized by the Board of Trustees.
- f) Commercial signs not indicating bona fide business conducted or product sold on the property.
- g) Signs which move or have moving parts, which movement is caused either by the wind or mechanically.
- h) Signs which contain statements, words, pictures or other depictions of an obscene, indecent or immoral character and which conform to the provisions of this Chapter, shall not be allowed.
- i) Signs in conflict with traffic signals, vehicular or pedestrian travel, access to fire hydrants and fire lanes and exits, and other signs, which reasonably impede or impair the public health, safety and welfare.
- j) Signs painted on the walls or windows of any building, except as hereinafter permitted.
- k) Signs on vehicle, boats or trailers in place other than one sign not larger than two (2) feet by two (2) feet, advertising said vehicle, boat and/or trailer for sale or rent.
- l) Attention-getting device.
- m) Signs hung across any street or alley.
- n) Obsolete signs.
- o) Neon signs, that is, signs employing exposes neon lights not completely covered by other acceptable signage materials.
- p) Signs painted on or otherwise affixed to fences.

**Awnings, Canopies, and Marquees:** Signs shall be permitted on awnings, canopies, and marquees. However such signs shall not exceed a height of fifteen (15) feet above average surrounding grade. The area of such signs shall be counted against the maximum sign surface area permitted in this code.

**Location:** No sign shall project into the public way nor shall a sign attached to a building extend more than twelve (12) inches from the face of the building.

No building-mounted sign shall extend above the top line of the face of the building, and in no case exceed a height of twenty (20) feet.

Fabrication must be internally illuminated channel letters with opaque metal sides and smooth translucent Plexiglas face.

Tenants must follow all applicable sign codes for the city of Chicago and Cook County.

Tenants sign may normally have one line of copy. Two lines will be allowed if a store name cannot fit within the specified width.

The sign will have no background panel and consist of name and logo only. The desired message is horizontal.

The maximum letter height is thirty-six (36) inches for one line name and thirty (30) inches total for a two-line name including a six (6) inch space between the two lines.

In no case may the sign extend above the roofline of the building. All wiring, transformers, ballasts, starters, and other necessary equipment must be concealed.

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## EXHIBIT "F"

### EPA GUIDELINES

#### Compliance with local laws

In addition to all other provisions of this Lease, Tenant agrees that it shall, at its sole cost and expense, comply with all laws, statutes, ordinances, rules and regulations of any governmental authority (agency) having jurisdiction thereof concerning environmental matters, including, but not limited to, any discharge into the air, waterways, sewers, soil or groundwater of any hazardous material or hazardous waste as defined by the Illinois Environmental Protection Act (Chapter 111 ½ Ill. Rev. Stat. § 1101, et seq.); the National Environmental Policy Act, 42 U.S.C. § 4321, et seq.; the Resource Conservation Recovery Act (RCRA), 42 U.S.C. § 6901, et seq.; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); 42 U.S.C. § 6911, et seq.; The Superfund Amendments and Reauthorization Act (SARA); the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; or any regulations promulgated by either the Illinois Environmental Protection Agency or the United States Environmental Protection Agency or any other governmental agency having jurisdiction thereof pursuant to the aforementioned acts.

Landlord and its agents and representatives shall have access to the Premises under Tenant's control or any occupant of the Premises claiming under the Tenant for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought on to the Premises, or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples and quantities sufficient for scientific analysis of all products, by-products, materials, and substances present on the Premises including, but not limited to, samples of products, materials or substances brought on, to or made or produced on the Premises by the Tenant or any occupant claiming under Tenant or otherwise present on the Premises. If upon analysis of any such samples, it is determined by either the agency or any outside firm of company retained by Landlord to perform said analysis, that the Tenant is using the Premises in violation of any environmental law, statute, ordinance, rule or regulation pertaining thereto, upon written notice by Landlord to Tenant or any occupant claiming under the Tenant, Tenant and any occupant claiming under Tenant shall have thirty (30) days from and after said notice to bring the use of the Premises into full compliance with any applicable environmental law, statute, ordinance, rule or regulation and in the event that Tenant or any occupant claiming under Tenant falls thereof, Landlord shall have the right to immediately terminate this Lease or to terminate any such occupant claiming under the Tenant and to evict the offending party from the Premises.

Tenant further agrees to indemnify Landlord against any and all potential or actual liability resulting from a violation by Tenant or any occupant claiming under Tenant of the Illinois Environmental Protection Act (Chapter 111 1/1 Ill. Rev. Stat. § 1101, et seq.); the National Environmental Policy Act, 42 U.S.C. § 4321, et seq.; the Resource Conservation Recovery Act (RCRA), 42 U.S.C. § 6901, et seq.; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); 42 U.S.C. § 6911, et seq.; The Superfund Amendments and Reauthorization Act (SARA); the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; or any regulations promulgated by either the Illinois Environmental Protection Agency or the United States Environmental Protection Agency or from any Environmental Protection Agency, or any state or federal lien or superlien or environmental cleanup statutes with implementing regulations and guidelines or other environmental laws. For purposes of this paragraph, environmental laws include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal and state laws recited above or purport to regulate hazardous materials or violations occurring on or about the Premises during the Term of this Lease. Tenant further agrees to indemnify Landlord against any and all liability resulting from the aforementioned violations which occur during the Term of this Lease, and which are thereafter discovered claimed or asserted against Landlord arising from or in connection with Tenant's generation, hazardous materials either existing on, in or affecting all or any portion of the Premises during the Term of this Lease but not discovered, claimed or asserted until subsequent to the Lease termination date. Any such liability shall include but not be limited to: damages, penalties, response and remediation costs, and injunctive or other relief; (b) costs of response, remediation or restoration, including reasonable fees for attorneys and experts, and costs of reporting the existence of hazardous materials to any governmental agency; and (c) any and all expenses or obligations, including, without limitation, reasonable attorneys' fees, incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, reasonable attorneys' fees, witness fees, deposition costs, copying and telephone charges, and other expenses, all of which may be incurred by the Landlord in connection with bringing the Premises into full compliance with applicable environmental laws, statutes, ordinances, rules and regulations and shall be paid for by the Tenant immediately upon demand and in the event that Landlord is required to initiate legal action to enforce the provisions of this paragraph, Landlord shall be entitled in addition to said amounts, to recover its reasonable attorney's fees incurred in connection with the enforcement of this paragraph and shall be entitled to such additional recoveries as may be granted in law or equity. Tenant further agrees to incorporate the provisions of this paragraph into any sublease, which it may enter into with any sublessee.

# UNOFFICIAL COPY

EXHIBIT "G"

EXCLUSIVES

Banking or savings and loan activities including ATMs; sale of insurance or annuities; sale of securities.

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